

ANNE ARUNDEL COUNTY, MARYLAND

UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

MARY MCNALLY ROSE

CLERK OF THE CIRCUIT COURT

CAMERA: SHIRLEY GRIZZEL

Handwritten signature/initials

LIBER

579

SFC:mlh 08/23/92 4:36pm

A:SFC207.29

To be used for loans secured by real property

286001

FINANCING STATEMENT

- ☐ To be recorded among the Land Records of Anne Arundel City/County, Maryland.
- ☒ To be recorded among the Financing Statement Records of Anne Arundel County, Maryland.
- ☐ To be recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- ☒ Recordation Tax has been paid on the principal amount of \$144,999.79 in connection with the filing of the Purchase Money Deed of Trust and Security Agreement described below in the Land Records of Anne Arundel County, Maryland.
- ☐ Not subject to recordation tax.

DEBTOR:**ADDRESS:**

JBD INVESTMENTS, INC.

1234 Cherry Tree Lane
Annapolis, Md. 21401**SECURED PARTY:****ADDRESS:**THE ANNAPOLIS BANKING
AND TRUST COMPANYP. O. Box 311
Annapolis, Maryland 21404

This Financing Statement covers the following property and all cash and/or non-cash proceeds and products thereof, and proceeds of all insurance policies covering all or any part of such property:

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter

LAW OFFICES
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(410) 263-8855

AB004.190

SFC:mlh 08/23/92 4:36pm

A:SFC207.29

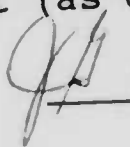
To be used for loans secured by real property

defined), and the Secured Party shall have no responsibility for the performance of the Debtor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer and water taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Purchase Money Deed of Trust and Security Agreement dated March ___, 1992 (the "Deed of Trust") executed by the Debtor for the benefit of Randall M. Robey and William A. Busik, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of

 Borrower's Initials

- 2 -

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MIGDAL
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P.O. BOX 240
ANNAPOLIS, MD 21404

(410) 263-8855

SFC:mlh 03/23/92 4:36pm

A:SFC207.29

To be used for loans secured by real property

Trust), to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

DEBTOR:

JBD INVESTMENTS, INC., a
Maryland corporation

BY:

John J. Gilece Jr.
JOHN J. GILECE, JR.
President

SECURED PARTY:

THE ANNAPOLIS BANKING AND TRUST
COMPANY

BY:

William A. Busch

Mr. Clerk:

Please return to:

SNIDER, BUCK & MIGDAL
P. O. Box 2400, Annapolis, Md. 21404

JH Borrower's Initials

- 3 -

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MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(410) 263-8855

EXHIBIT 'A'

BEING KNOWN AND DESIGNATED as Lot No. 37, as shown on Plat entitled "FISHING CREEK FARM, Plat Two of Nine, A Cluster Subdivision, 2nd Tax District, Anne Arundel County, Maryland", by Dewberry & Davis, Engineers, Architects, Surveyors, Planners, dated May, 1986 and recorded among the Plat Records of Anne Arundel County in Plat book 109, page 46.

BEING the same property which by deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed unto the within Grantor by Burnside Point, Inc.

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MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(410) 263-8855

ANNE ARUNDEL COUNTY - FINANCING RECORDS

BOOK 579 PAGE 05

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

☐ TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.
Date & Hour

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement No. 268280
Date of Filing 6/19/87 Record Reference Book 513, page 596
Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
JOHN S. MENEELY	P.O. Box 510		Deale,	Maryland 20751

Name of Secured Party or assignee	No.	Street	City	State
FARMERS NATIONAL BANK OF MARYLAND		FIVE CHURCH CIRCLE	ANNAPOLIS,	MARYLAND 21401

CHECK APPLICABLE STATEMENT

- ☐ CONTINUATION
The original Financing Statement identified above by file number is still effective.
- ☐ TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- ☐ RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ☐ ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- ☒ OTHER

AMENDED TO REFLECT AN INCREASE IN THE LOAN AMOUNT FROM \$2,100,000.00 to \$2,415,578.00, AND EXTEND THE MATURITY DATE TO March 25, 1995.

RECORDATION TAXES PAID ON NEW MONEY IN THE AMOUNT OF \$377,203.44 WITH THE FILING OF AN AMENDED AND RESTATED DEED OF TRUST, ASSIGNMENT AND SECURITY AGREEMENT IN ANNE ARUNDEL COUNTY.

RECORD FEE 10.00
POSTAGE .50
#394880 C489 R02 T11:56
03/27/92



Debtor(s) or assignor(s)

John Meneely
JOHN S. MENEELY

(Type or print name under signature)

FARMERS NATIONAL BANK OF MARYLAND (Seal)

(Corporate, Trade or Firm Name)

Ross J. Selby
Signature of Secured Party or Assignee

ROSS J. SELBY, Senior Vice-President

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

MARY H. ROSE
CIRCUIT COURT

FN001.903

BOOK 579 PAGE 06

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 277679

RECORDED IN LIBER 542 FOLIO 384 ON 6-16-89 (DATE)

1. DEBTOR

Name STROSCHA LIMITED PARTNERSHIP c/o Towson Dodge

Address 1765 E. Joppa Road, Baltimore, MD 21234, Attn: Louis M. Schaefer

2. SECURED PARTY

Name NCNB BANK OF MARYLAND

Attn:

Address 201 N. Charles Street, Baltimore, MD 21201, Virginia S. Smith,
Asst. Vice Pres.

Robert E. Scher, Ober, Kaler, Grimes & Shriver, 120 E. Baltimore Street,

Person And Address To Whom Statement Is To Be Returned If Different From Above. Baltimore, MD
21202-1643

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
(Indicate whether amendment, termination, etc.)

Amendment

Change of Debtor's Address to:
c/o S & S Management Service, Inc.
4212 Ridge Road
Baltimore, Maryland 21236

Change of Name of Secured Party to:
NCNB NATIONAL BANK OF MARYLAND

RECORD FEE 10.00
POSTAGE .50
#375700 CARY R02 T14121
03/27/92
MARY H. ROSE
14 CO. CIRCUIT COURT



STROSCHA LIMITED PARTNERSHIP
By: Schastro, Inc.

By: [Signature]
Louis M. Schaefer, President

Dated 3/24/92

NCNB NATIONAL BANK OF MARYLAND
(formerly known as NCNB Bank of Maryland)

Michael Farand, ASST. VICE PRESIDENT

By: [Signature]

(Signature of Secured Party)

David G. Stromminger
Type or Print Above Name on Above Line

13.50

STATE OF MARYLAND
FINANCING STATEMENT BOOK 579 PAGE 07 286002
FORM UCC-1 Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 3/16/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MR JOHN STICKLEY

Address 1401 POINT O WOODS CT ARNOLD MD 21012

2. SECURED PARTY

Name NORWEST FINANCIAL

Address 24 B DEFENSE ST ANNAPOLIS MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 3/16/95

4. This financing statement covers the following types (or items) of property: (list)

SHAVITZ SLEEPER SOFA & ~~TABLE~~

RECORD FEE 11.00

POSTAGE .50

#100110 C191 R03 T14132

03/17/92

MARY M. ROSE

AA CO. CIRCUIT COURT



CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

JOHN STICKLEY
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

MICHAEL D GORDY

Type or Print Above Signature on Above Line

17.50

NationsBank®

NationsBank of Maryland
(FORMERLY KNOWN AS SOVRAN BANK/MARYLAND)

BOOK 579 PAGE 08
Financing Statement

(Continuation/Termination/Assignment/Partial Release/Amendment)

This Financing Statement refers to an original Financing Statement of which the record reference and File Number and date of filing are as follows:

Record: ☐ Land } Liber 573 Folio 200 File # 284778
☒ Financing Statement }

Recorded at Anne Arundel Co. Date of Financing Statement 10-15-91

Name

Address

1. Debtor(s) (or assignor(s)) No. Street City State
Annapolis Mitsubishi 284 West Street Annapolis, Maryland 21401

2. Secured Party

NationsBank of Maryland, 6610 Rockledge Drive, Bethesda, Maryland 20817
(Formerly known as Sovran Bank/Maryland)

Check ☒ The Lines Which Apply

3. ☐ A. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective and should be continued in accordance with the Code.
- ☒ B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number shown above.
- ☐ C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address are shown in Item F below, Secured Party's rights under the financing statement bearing the File Number shown above.
- ☐ D. Partial Release. The Secured Party releases the property hereinafter described in Item F, from the collateral described in the Financing Statement bearing the File Number shown above.
- ☐ E. Amendment. The original Financing Statement referred to above is amended as set forth in Item F below. (Signature of debtor is required)
- ☐ F.

- ☐ G. I/we hereby certify under the penalties of perjury that additional taxable debt in the amount of \$ _____ has been incurred, and that recordation tax in the amount of \$ _____ was paid to _____ on or about _____.

Debtor(s)

Secured Party:

NationsBank of Maryland
(Formerly known as Sovran Bank/Maryland)

By:

Jeffrey D. Weeks

Type Name

Senior Vice President

Title

February 21, 1992

Date

Anne Arundel County

BOOK 579 PAGE 09

TERMINATION STATEMENT

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book No. 484Page No. 40Identification No. 256139 Dated April 15, 1985

1. Debtor(s)

Systems Engineering International Corp.

Name(s)

717 K Hammonds Ferry Road, Linthicum Heights, MD 21090
Address

2. Secured Party

Heritage Savings Association

Name(s)

1505 York Road, Lutherville, MD 21093
Address

3. Maturity Date (if any) _____

4. Statement: D. TerminationDated: 3-19-92Heritage Savings Association

Names of Secured Party

Diana L. Rohrbach

Signature of Secured Party

Diana L. Rohrbach - V.P.

Signature of Secured Party

10

286003

To Be Recorded in The Land Records
And In the Financing Statement
Records of the Circuit Court of
Anne Arundel City/County and
Among the Financing Statement
Records of the State Department
of Assessments and Taxation

Subject to Recordation Tax of \$1400.00
On Principal Amount of \$200,000.00
Which was Paid to the Clerk of the
Circuit Court of Anne Arundel
Upon the filing of a Deed of Trust
in the Land Records of Anne Arundel
City/County, Maryland

FINANCING STATEMENT
(Maryland U.C.C.-1)

1. DEBTOR:

Three Mile Oak Limited Partnership
Carville B. Hopkins
c/o Stanard T. Klinefelter
36 South Charles Street, Suite 1100
Baltimore, Maryland 21201

2. SECURED PARTY:

First National Bank of Maryland
18 West Street
Annapolis, Maryland 21401
Attention: Stephanie Yancy

3. This Financing Statement covers and Debtor grants and conveys to
Secured Party a security interest in and to the following:

a. All plant apparatus, equipment, machinery, fittings, appliances, furniture
furnishings, and fixtures, and other chattels and personal property and
replacements thereof, now or at any time hereafter affixed or attached to,
incorporated in, placed upon, or in any way used in connection with the current
or future utilization, enjoyment, occupation, or operation of the real property
and improvements located at 2134 Generals Highway, Annapolis, Maryland

and described on Exhibit "A" attached
hereto (herein the "Real Property") including by way of example and not by
way of limitation, all lighting, heating, ventilating, air conditioning, incinerating,
sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power
systems, loading and unloading equipment, burglar alarms and security systems,
fire prevention and fire extinguishing systems and equipment, engines, boilers,
ranges, refrigerators, stoves, furnaces, oil burners or units, communication
systems, and equipment, dynamos, transformers, motors, tanks, electrical
equipment, elevators, escalators, cabinets, partitions, ducts, compressors,
switchboards, storm and screen windows and doors, pictures, sculptures, awnings
and shades, signs and shrubbery.

b. All building and construction materials and supplies of every kind, nature
and description located on, at, or about the Real Property, whether or not
yet incorporated into any building, structure, or improvement, or located elsewhere
and not as yet delivered to the Real Property, which are intended to be used for
the purpose of erecting, renovating, restoring, or repairing any building,
structure, or improvement on the Real Property, including by way of example and
not by way of limitation all steel, iron, concrete, sheet rock and plaster
board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood
products, glass bricks, mortar, masonry, pipes, wiring, linoleum and tile and
other floor and wall coverings, roofing and roofing materials, framing and molding.



- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities, service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property and all substitutions, renewals and replacements thereof.
 - d. All rights, benefits, profits, rents and monies payable under, by reason of, or with respect to, any restrictive covenants, easements, or agreements applicable to lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
 - e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), which have not been extracted from the Real Property.
 - f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Real Property or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - g. All rents, profits, and benefits accruing to or generated by the Real Property including, but not limited to, deposits of tenants to secure payment of the same, and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the Real Property, including, but not limited to, the right to receive lease or other payments with regard thereto.
 - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the Real Property.
 - i. All of Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by Secured Party to Debtor in any capacity, including but not limited to, any balance or share belonging to debtor of any deposit or other account with Secured Party.
4. Some of the above-described personal property may be affixed to the Real Property as described on Exhibit "A", attached hereto, being that same lot of ground and improvements thereon described in a Second Deed of Trust dated 9/24/86 and recorded among the Land Records of the Circuit Court for Anne Arundel from Debtor to Trustees named therein for the benefit of Secured Party. Debtor is the record owner of the aforementioned Real Property. Exhibit "A" attached hereto consists of 1 pages.
5. The proceeds and products of the above described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions, and accretions of or to any of the above described collateral.

S.T. Klinefelter
S.T. KLINEFELTER
(Print Name)

Carolyn M. McCully
CAROLYN M. McCULLY
(Print Name)

S.T. Klinefelter
S.T. KLINEFELTER
(Print Name)

(Print Name)

Carville B. Hopkins
Carville B. Hopkins, general partner
(Print Name)

Stanard T. Klinefelter
Stanard T. Klinefelter, general partner
(Print Name)

Carville B. Hopkins
Carville B. Hopkins, individually
(Print Name)

(Print Name)

TO FILING OFFICER: After this Statement has been recorded, please return to:
FIRST NATIONAL BANK OF MARYLAND, 18 West Street, Annapolis, Maryland 21401

EXHIBIT "A"

BOOK 579 PAGE 13
BEING KNOWN AND DESIGNATED as Lot 4a as shown on the plat entitled,
"REVISED PLAT RESUBDIVISION OF LOTS 4, 5, 6, 7 (RESUBDIVISION OF LOT 2), CARVILLE
HOPKINS SUBDIVISION", recorded among the Land Records of Anne Arundel County in
Plat Book 74, Page 29. The improvements thereon being known as 2134 Generals Highway.

BEING the same property conveyed unto Carville B. Hopkins from Carville
B. Hopkins and Bessie C. Hopkins, his wife by deed dated October 13, 1976 and
recorded among the Land Records of Anne Arundel County in Liber 2899, folio 609.

SUBJECT to a Deed of Trust from Carville B. Hopkins and Three Mile Oak
Limited Partnership unto Trustees for First National Bank of Maryland dated
June 10, 1982 and recorded among the Land Records of Anne Arundel County in
Liber 3495, folio 590.

FINANCING STATEMENT

286004

1. To Be Recorded in the Land Records
2. X To Be Recorded among the Financing Statement Record
3. X Not Subject to Recordation Tax
4. Subject to Recordation Tax

Principal Amount of Debt - \$41,300.00

5. Debtor(s) Name(s) Address
 SERVPRO OF GLEN BURNIE, INC. 8 Severndale Road
Severna Park, MD 21146

6. Secured Party Address
 Michael Whittles 708 Dill Road
 Severna Park, MD 21146

7. This Financial Statement covers and Debtor hereby grants to the Secured Party a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. Inventory. All of the inventory of Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Contract Rights. All of the contract rights of Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

1/15/88

BOOK 579 PAGE 15

D. General Intangibles. all of the general intangibles of Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. Chattel Paper. All of the chattel paper of Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. All Equipment. All of the equipment of Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. Other. All of the property of debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or upon the real estate described on Schedule A attached hereto and made a part hereof by reference.

DEBTOR:

SECURED PARTY:

SERVPRO OF GLEN BURNIE

MICHAEL WHITTLES

By: Joseph R. Seibert

President

Address where Collateral will be located:

8 Severndale Rd.
Severna Park Md 21146

STATE OF MARYLAND

BOOK 579 PAGE 16

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268044

RECORDED IN LIBER 513 FOLIO 259 ON 06/12/87 (DATE)

1. DEBTOR

Name LaRoche Industries, Inc.

Address Perimeter 400-Center Two, 1100 Johnson Ferry Rd., N.E., Atlanta,
Georgia 30342

2. SECURED PARTY

Name Sanwa Business Credit Corporation

Address One South Wacker Drive, 39th Floor, Chicago, Illinois 60606

Nancy L. Nelson, Jenner & Block, One IBM Plaza, Chicago, Illinois 60611

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
(Indicate whether amendment, termination, etc.)

"TERMINATION"

D/AT-MD

Dated 10

By:

(Signature of Secured Party)

Sanwa Business Credit Corporation

Type or Print Above Name on Above Line

Exempt From taxes
(K) UCC 1208K-1

STATE OF MARYLAND Conditional Sales Contract

FINANCING STATEMENT FORM UCC 286005

BOOK 579 PAGE 17
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-
tion tax indicate amount of taxable debt here. \$

If this statement is to be recorded
in land records check here. ☐

This financing statement Dated 3/19/92 is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Donald W. & Betty J. Renninger
Address 65 Green Knoll Blvd. Hanover MD 21076

2. SECURED PARTY

Name NORWEST Financial
Address 6710 Ritchie Hwy. S.E.
Glen Burnie MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 3/19/93

4. This financing statement covers the following types (or items) of property: (list)

- ① DP 48412 Lion claw table
⑥ #514 Windsor Fiddle sides
chairs.



RECORD FEE 12.00
POSTAGE .50
#10940 C191 1993 MAR 17
13:00/93
MARY N. ROSE
BA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

x Donald W. Renninger
(Signature of Debtor)

Donald W. Renninger
Type or Print Above Name on Above Line

x Betty J. Renninger
(Signature of Debtor)

Betty J. Renninger
Type or Print Above Signature on Above Line

Don D. Matteo
(Signature of Secured Party)

Don D. Matteo
Type or Print Above Signature on Above Line

1250

286006

BOOK 579 PAGE 18

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es): Shaw and Sons, Inc. 600 Shaw Road P.O. Box 456 Severn, MD 21144	2. Secured Party(ies) and address(es): Southern Leasing Corp 1055 Broadway Suite 990 Kansas City, MO 64105	For Filing Officer (Date, Time, Number, and Filing Office):

4. This financing statement covers the following types (or items) of property:

One (1) 1991 Specialty "Pizza" Concession Trailer
S/N: 1S9TS1827MF267004. ALL COMPLETE WITH ALL
ATTACHMENTS, ACCESSORIES, ADDITIONS AND REPLACEMENTS THERETO.

5. Assignee(s) of Secured Party and Address(es):



RECORD FEE 11.00
POSTAGE .50

12/27/92
MARY H. ROSE
AN MD. CIRCUIT COURT

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so): <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.	Filed with: Anne Arund - County
Check <input checked="" type="checkbox"/> if covered. <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:	

Shaw and Sons, Inc.
By: Ralph E. Shaw
Signature(s) of Debtor(s)
Ralph E. Shaw - President

Southern Leasing Corp
By: Steph W. Arnold
Signature(s) of Secured Party(ies)
Credit Manager

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

ANNE ARUNDEL COUNTY
FINANCING STATEMENT

286007

☒ Not subject to recordation tax
☐ Subject to recordation tax on
principal amount of \$.....

1. Name of Debtor(s): NB Engineering, Inc.
Address: 2110 Priest Bridge Dr., Ste. 1
Crofton, MD 21114

BOOK 579 PAGE 19

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: Metro Plaza One, 8401 Colesville Road
Silver Spring, Maryland 20910
MD-B-34-2

3. This Financing Statement covers the following types (or items) of property:
Purchase money security interest on the equipment listed on Schedule A

4. Check the statements which apply, if any, and supply the information indicated:

☐ (If collateral is goods which are or are to become fixtures—describe real estate, include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

☒ Proceeds of the collateral are also covered.

☒ Products of the collateral are also covered.

Debtor(s): NB Engineering, Inc.

BY: Ralph S. LaBarge
Ralph S. LaBarge, President

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: David E. Klein
David E. Klein, Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

11.50

SCHEDULE "A"

- 1) One new, Daly 486/33C/4 Megabyte, 40M HP/5 Personal Computer Workstation with Memory Upgrade to 8 Megabyte, Serial #9320047; with Artist 2x1 1024x768 VGACD Circuit Board and Colorado 120 MB tape drive and Seagate 120 MB Hard Drive.
- 2) One new Hewlett Packard D11878 20", High Resolution Color Monitor, Serial #9146J06444
- 3) One new AutoCad 386/R11/5 Software Package with Mechanical layout option, Serial #110-10143449.
- 4) One new Kurta IS/1 12x17 Digitizer Pad, Serial #91092991

STATE OF MARYLAND

#4391 Red Carpet Inn
Odenton, MD

BOOK 579 PAGE 21

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268024

RECORDED IN LIBER 513 FOLIO 124 ON 6/9/87 (DATE) Clk Circuit Court
Anne Arundel County
Annapolis, MD

1. DEBTOR

Name Fort George Associates Limited Partnership T/A Fort George Motor Inn
Address 1630 Annapolis Road, Odenton, Maryland 21113

2. SECURED PARTY

Name TELERENT LEASING CORPORATION

Address P O Box 26627, Raleigh, NC 27611

N Reavis

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) n/a

CHECK ☒ FORM OF STATEMENTA. Continuation ☒
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:D. Other: ☐
(Indicate whether amendment, termination, etc.)

Dated February 28, 1992

TELERENT LEASING CORPORATION

Nancy B. Reavis
(Signature of Secured Party)

Nancy B. Reavis, Adm. Asst.

Type or Print Above Name on Above Line

BL
CLERK

1052

#4391-025 Red Carpet Inn
Odenton, MD

STATE OF MARYLAND

BOOK 579 PAGE 22

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269683 Clk Circuit Court
Anne Arundel Co.,
RECORDED IN LIBER 517 FOLIO 449 ON 9/15/87 (DATE) Annapolis, MD

1. DEBTOR

Name Fort George Associates Limited Partnership
Address 1630 Annapolis Road, Odenton, Maryland 21113

2. SECURED PARTY

Name TELERENT LEASING CORPORATION
Address P O Box 26627, Raleigh, NC 27611

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

CHECK ☒ FORM OF STATEMENT

A. Continuation <input checked="" type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)

Dated February 28, 1992

TELERENT LEASING CORPORATION

Nancy B. Reavis
(Signature of Secured Party)

Nancy B. Reavis, Adm. Asst.

Type or Print Above Name on Above Line

1056

BOOK 579 PAGE 23

NOT USED

3-27-92

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL, RELEASE, ASSIGNMENT, ETC. BOOK 579 PAGE 24

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 285294
RECORDED IN LIBER 575 FOLIO 430 ON December 23, 1991 (DATE)

1. DEBTOR

Name Lois D. Randall
Address 27 Rosemary Street, Annapolis, Anne Arundel County, Maryland 21401

2. SECURED PARTY

Name Chrysler First Financial Services Corporation
Address 8600 Lasalle Road, Suite 674, Oxford Bldg.
Towson, MD 21204
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) n/a

CHECK ☒ FORM OF STATEMENT

A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION
<div>BL CLERK</div>	

Dated February 6, 1992

Victoria L. Sessions
(Signature of Secured Party)
Victoria L. Sessions, Branch Manager
Type or Print Above Name on Above Line

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 286009

BOOK 579 PAGE 25

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Kraft General Foods, Inc.

Address 7477 Candlewood Rd., Hanover, MD 21076

2. SECURED PARTY

Name Lease Plan U.S.A., Inc.

Address 180 Interstate North, Ste. 400, Atlanta, GA 30339

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

The following described property together with all additions, attachments and replacements thereto and all leases, other chattel paper, rentals, accounts, general intangibles and other income related thereto or arising therefrom and all proceeds thereof: Various over-the-road tractors, trucks, trailers, forklifts and lift trucks, as more fully described on attached Schedule A annexed to and made a part of this UCC Financing Statement.

Name and address of Assignee

The CIT Group/Equipment Financing, Inc.
2877 Brandywine Road Suite 300
Atlanta, GA 30341

1014056-11 2125

Not subject to recordation taxes - filed to publicise a lease of goods - does not create a security interest.
Filed with Anne Arundel Co., MD

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

RETURN TO:

LEXIS® DOCUMENT SERVICES

P.O. Box 2999

Springfield, Illinois 62708

KRAFT GENERAL FOODS, INC.

(Signature of Debtor)

Donna Gruzalski, Operations Assistant

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

LEASE PLAN U.S.A., INC.

Type or Print Above Signature on Above Line

37⁰⁰

SCHEDULE A Annexed to and made a part of a UCC-1 Financing Statement
among Kraft General Foods, Lessee, Lease Plan, Lessor and CIT as Assignee

Lease Number: 2630
Schedule: 91-1

(SORTED BY DISTRICT)

Consisting of 8 Pages

Page 1 of 2

BOOK 579 PAGE 26

Location	Unit #	MFGR	Equipment Description	Lessor Unit Cost	Equipment Group	Total District
Albany, NY	3912	WGMC	WG64T Tractor	\$50,278	4V1JDBME0NR814051	I
Albany, NY	3913	FORD	LN9000 4x2 Tractor	\$44,063	1FTYR90L1NVA01272	I
Albany, NY	3914	FORD	LN9000 4x2 Tractor	\$44,063	1FTYR90L3NVA01273	I
Albany, NY	3915	KIDR	28'x12'6" Trailer	\$41,932	1K9111319N1054028	III
Albany, NY	3916	KIDR	28'x12'6" Trailer	\$41,932	1K9111310N1054029	III
Albany, NY	3917	UTIL	36' Trailer	\$46,026	1UYVS2367NM660601	III
Albuquerque	4177	FORD	LN9000 310HP	\$45,619	1FTYR90L0NVA10965	I
Albuquerque	4178	FORD	LN9000 310HP	\$45,619	1FTYR90L2NVA10966	I
Albuquerque	4179	FORD	LN9000 310HP	\$45,619	1FTYR90L4NVA10967	I
Albuquerque	4180	FORD	LN9000 310HP	\$45,619	1FTYR90L6NVA10968	I
Albuquerque	4181	FORD	LN9000 310HP	\$45,619	1FTYR90L8NVA10969	I
Albuquerque	4182	KIDR	28'x12'6" Trailer	\$43,441	1K9112812N1054127	III
Albuquerque	4183	KIDR	28'x12'6" Trailer	\$43,441	1K9112814N1054128	III
Albuquerque	4184	KIDR	28'x12'6" Trailer	\$43,441	1K9112816N1054129	III
Albuquerque	4185	KIDR	28'x12'6" Trailer	\$43,441	1K9112812N1054130	III
Albuquerque	4186	KIDR	28'x12'6" Trailer	\$43,441	1K9112814N1054131	III
Albuquerque	4187	KIDR	28'x12'6" Trailer	\$43,441	1K9112816N1054132	III
Albuquerque	4188	SILV	Convertor Dolly	\$6,250	1U3JA8017WAN10119	III
Atlanta	3918	WGMC	WG64T Tractor	\$54,500	4V1JDBME2NR814052	I
Atlanta	3919	UTIL	36' Trailer	\$45,952	1UYVS2365NM660001	III
Carson, CA	3920	WGMC	WG64T Tractor	\$55,498	4V1JDBME7NR814046	I
Carson, CA	3921	WGMC	WG64T Tractor	\$55,498	4V1JDBME9NR814047	I
Carson, CA	3922	WGMC	WG64T Tractor	\$55,498	4V1JDBME0NR814048	I
Carson, CA	3923	WGMC	WG64T Tractor	\$55,498	4V1JDBME2NR814049	I
Carson, CA	3924	WGMC	WG64T Tractor	\$55,498	4V1JDBMEXNR814185	I
Carson, CA	3925	WGMC	WG64T Tractor	\$55,498	4V1JDBME1NR814186	I
Carson, CA	3926	UTIL	36' Trailer	\$48,450	1UYVS236XNU659801	III
Carson, CA	3927	UTIL	36' Trailer	\$48,450	1UYVS2361NU659802	III
Carson, CA	3928	UTIL	36' Trailer	\$48,450	1UYVS2363NU659803	III
Carson, CA	3929	UTIL	36' Trailer	\$48,450	1UYVS2365NU659804	III
Carson, CA	3930	UTIL	36' Trailer	\$48,450	1UYVS2367NU659805	III
Carson, CA	3931	UTIL	36' Trailer	\$48,450	1UYVS2369NU659806	III
Charlotte	3932	UTIL	45' Trailer	\$49,892	1UYVS2453NM659001	III
Chicago	3933	FORD	LN9000 4x2 260HP	\$45,425	1FTYR90L5MVA36007	I
Chicago	3934	FORD	LN9000 4x2 260HP	\$45,425	1FTYR90L7MVA36008	I
Chicago	3935	FORD	LN9000 4x2 260HP	\$45,425	1FTYR90L9MVA36009	I
Chicago	3936	FORD	LN9000 4x2 260HP	\$45,425	1FTYR90L5MVA36010	I
Chicago	3937	FORD	LN9000 4x2 260HP	\$45,425	1FTYR90L7MVA36011	I
Chicago	3938	FORD	LN9000 4x2 260HP	\$45,425	1FTYR90L9MVA36012	I
Chicago	3939	FORD	LN9000 4x2 260HP	\$45,425	1FTYR90L0MVA36013	I
Chicago	3940	FORD	LN9000 4x2 260HP	\$45,425	1FTYR90L2MVA36014	I
Chicago	3941	FORD	LN9000 4x2 260HP	\$45,425	1FTYR90L4MVA36015	I
Chicago	3942	FORD	LN9000 4x2 260HP	\$45,425	1FTYR90L6MVA36016	I
Chicago	3943	FORD	LN9000 4x2 260HP	\$45,425	1FTYR90L8MVA36017	I
Chicago	3944	FORD	LN9000 4x2 260HP	\$45,425	1FTYR90LXMVA36018	I
Chicago	3945	FORD	LN9000 4x2 260HP	\$45,425	1FTYR90L1MVA36019	I
Chicago	3946	FORD	LN9000 4x2 260HP	\$45,425	1FTYR90L8MVA36020	I
Chicago	3947	FORD	LN9000 4x2 260HP	\$45,425	1FTYR90L3MVA36006	I
Chicago	3948	WGMC	WG64T Tractor	\$53,740	14V1JDBME6NR814037	I
Chicago	3949	WGMC	WG64T Tractor	\$53,740	14V1JDBME8NR814038	I
Chicago	3950	WGMC	WG64T Tractor	\$53,740	14V1JDBMEXNR814039	I
Chicago	3951	WGMC	WG64T Tractor	\$53,740	14V1JDBME6NR814040	I
Chicago	3952	FORD	LN9000 4X2 310HP	\$48,920	1FTYR90L5MVA33953	I
Chicago	3953	FORD	LN9000 4X2 310HP	\$48,920	1FTYR90L7MVA33954	I
Chicago	3954	FORD	LN9000 4X2 310HP	\$48,920	1FTYR90L3MVA33952	I
Chicago	3955	KIDR	32' Trailer	\$47,056	1K9111528N1054026	III
Chicago	3956	KIDR	32'x12'6" Trailer	\$47,056	1K911152XN1054027	III
Chicago	3957	KIDR	32'x12'6" Trailer	\$47,056	1K9113225N1054078	III
Chicago	3958	KIDR	32' Trailer	\$47,056	1K9113227N1054079	III
Chicago	3959	KIDR	32' Trailer	\$47,056	1K9113223N1054080	III
Chicago	3960	KIDR	32' Trailer	\$47,056	1K9113225N1054081	III
Chicago	3961	KIDR	32' Trailer	\$47,056	1K9113221N1054076	III
Chicago	3962	KIDR	32' Trailer	\$47,056	1K9113225N1054070	III
Chicago	3963	KIDR	32' Trailer	\$47,056	1K9113222N1054071	III
Chicago	3964	KIDR	32' Trailer	\$47,056	1K9113224N1054072	III
Chicago	3965	KIDR	32' Trailer	\$47,056	1K9113226N1054073	III
Chicago	3966	KIDR	32' Trailer	\$47,056	1K9113228N1054074	III
Chicago	3967	KIDR	32' Trailer	\$47,056	1K911322XN1054075	III
Chicago	3968	KIDR	32' Trailer	\$47,056	1K9113223N1054077	III
Chicago	3969	UTIL	45' Trailer	\$52,372	1UYVS2451NM659501	III
Chicago	3970	UTIL	45' Trailer	\$52,372	1UYVS2453NM659502	III

Location	Unit #	MFGR	Equipment Description	Lessor Unit Cost	Equipment Group	Total District
Dallas	3886	IHC	8200 6x4 Tractor	\$49,938	IHSIGA5R7NH403677	I
Dallas	3887	IHC	8200 6x4 Tractor	\$49,938	IHSIGA5R9NH403678	I
Dallas	3888	IHC	8200 6x4 Tractor	\$49,938	IHSIGA5R0NH403679	I
Dallas	3889	IHC	8200 6x4 Tractor	\$49,938	IHSIGA5R7NH403680	I
Dallas	3890	IHC	8200 6x4 Tractor	\$49,938	IHSIGA5R9NH403681	I
Dallas	3891	IHC	4900 4x2 Truck	\$57,501	IHTSDNSN7NH403682	II
Dallas	3892	IHC	4900 4x2 Truck	\$58,441	IHTSDNSN9NH403683	II
Dallas	3893	IHC	8100 4x2 Tractor	\$41,369	IHSBBAZN7NH403684	I
Dallas	3894	IHC	8100 4x2 Tractor	\$41,369	IHSBBAZN9NH403685	I
Dallas	3904	GRTD	45' Trailer	\$61,075	IGRAA9021MB141201	III
Dallas	3905	GRTD	45' Trailer	\$61,075	IGRAA9023MB141202	III
Dallas	3906	GRTD	45' Trailer	\$61,075	IGRAA9025MB141203	III
Dallas	3907	GRTD	45' Trailer	\$61,075	IGRAA9027MB141204	III
Dallas	3908	GRTD	45' Trailer	\$61,075	IGRAA9029MB141205	III
Dallas	3909	KIDR	28' Trailer	\$24,697	IK9111314N2054996	III
Dallas	3910	KIDR	28' Trailer	\$24,697	IK9111316N2054997	III
Dallas	3911	KIDR	28' Trailer	\$24,697	IK9111318N2054998	III
Dallas	4021	IHC	8200 6x4 Tractor	\$49,938	IHSIGA5R5NH411521	I
Dallas	4022	KIDR	28' Trailer	\$43,858	IK9111310N2054042	III
Dallas	4023	KIDR	28' Trailer	\$43,858	IK9111312N2054043	III
Dallas	4024	GRTD	36' Trailer	\$53,335	IGRAA7229NB042001	III
Dallas	4025	GRTD	36' Trailer	\$53,335	IGRAA7220NB042002	III
Dallas	4026	SLVR	Converter Dolly	\$6,401	IU3JA8010NAM10105	III
Dallas	4027	SLVR	Converter Dolly	\$6,401	IU3JA8012NAM10106	III
						\$1,084,961
Houston	3971	WGMC	WG64T Tractor	\$51,669	4V1JDBMEZNR814200	I
Houston	3972	UTIL	36' Trailer	\$46,858	IUYVS2366NM659701	III
Houston	3973	UTIL	45' Trailer	\$50,521	IUYVS2454NM658701	III
						\$149,048
Los Angeles	3974	FORD	LN9000 4x2 Tractor	\$50,127	1FTYR90L5NVA00836	I
Los Angeles	3975	FORD	LN9000 4x2 Tractor	\$50,127	1FTYR90L7NVA00837	I
Los Angeles	3976	FORD	LN9000 4x2 Tractor	\$50,127	1FTYR90L9NVA00838	I
Los Angeles	3977	FORD	LN9000 4x2 Tractor	\$50,127	1FTYR90L0NVA00839	I
Los Angeles	3978	FORD	LN9000 4x2 Tractor	\$50,127	1FTYR90L5NVA01260	I
Los Angeles	3979	FORD	LN9000 4x2 Tractor	\$50,127	1FTYR90L7NVA01261	I
Los Angeles	3980	KIDR	28'x13'0" Trailer	\$43,214	IK911131XN2054002	III
Los Angeles	3981	KIDR	28'x13'0" Trailer	\$43,214	IK9111311N2054003	III
Los Angeles	3982	KIDR	28'x13'0" Trailer	\$43,214	IK9111313N2054004	III
Los Angeles	3983	KIDR	28'x13'0" Trailer	\$43,214	IK9111315N2054005	III
Los Angeles	3984	KIDR	28'x13'0" Trailer	\$43,214	IK9111317N2054006	III
Los Angeles	3985	KIDR	28'x13'0" Trailer	\$43,214	IK9111319N2054007	III
Los Angeles	3986	KIDR	28'x13'0" Trailer	\$43,214	IK9111310N2054008	III
Los Angeles	3987	KIDR	28'x13'0" Trailer	\$43,214	IK9111319N2054009	III
						\$646,474
No. Bergen	3988	WGMC	WG64T Tractor	\$55,358	4V1JDBME2NR814195	I
No. Bergen	3989	WGMC	WG64T Tractor	\$55,358	4V1JDBME4NR814196	I
No. Bergen	3990	WGMC	WG64T Tractor	\$55,358	4V1JDBME6NR814197	I
No. Bergen	3991	WGMC	WG64T Tractor	\$55,358	4V1JDBME8NR814198	I
No. Bergen	3992	UTIL	45' Trailer	\$53,424	IUYVS2458NM658801	III
No. Bergen	3993	UTIL	45' Trailer	\$53,424	IUYVS245XNM658802	III
No. Bergen	3994	UTIL	45' Trailer	\$53,424	IUYVS2451NM658803	III
No. Bergen	3995	UTIL	45' Trailer	\$53,424	IUYVS2453NM658804	III
						\$435,129
Ocala	3895	IHC	8200 4x2 Tractor	\$44,882	IHSIGA5NH408229	I
Ocala	3896	IHC	8100 4x2 Tractor	\$40,261	IHSIBBENXNH408230	I
Ocala	3897	IHC	8100 4x2 Tractor	\$40,261	IHSIBBEN1NH408231	I
Ocala	3898	IHC	8100 4x2 Tractor	\$40,261	IHSIBBEN3NH408232	I
Ocala	3899	KIDR	28' Trailer	\$41,874	IK9111317N2054989	III
Ocala	3900	KIDR	28' Trailer	\$41,874	IK9111313N2054990	III
Ocala	3901	KIDR	36' Trailer	\$46,659	IK9111721N2054991	III
Ocala	3902	KIDR	36' Trailer	\$46,659	IK9111723N2054992	III
						\$342,731
Oklahoma	3996	UTIL	36' Trailer	\$48,469	IUYVS2363NM660501	III
Oklahoma	3997	SLVR	Converter Dolly	\$6,551	IU3JA8013NAM10101	III
						\$55,020
Paducah	3998	FORD	LN9000 4x2 Tractor	\$49,941	1FTYR90L9NVA01259	I
Paducah	3999	KIDR	28'x13'6" Trailer	\$42,538	IK9111318N1054022	III
Paducah	4000	KIDR	28'x13'6" Trailer	\$42,538	IK911131XN1054023	III
Paducah	4001	KIDR	28'x13'6" Trailer	\$42,538	IK9111311N1054024	III
Paducah	4002	UTIL	45' Trailer	\$50,460	IUYVS2458NM569401	III
						\$228,015
Rky Mt., NC	4003	FORD	LN9000 4x2 Tractor	\$43,532	1FTYR90L6NVA01266	I
Rky Mt., NC	4004	FORD	LN9000 4x2 Tractor	\$43,532	1FTYR90L8NVA01267	I
Rky Mt., NC	4005	UTIL	36' Trailer	\$46,954	IUYVS2362NM659601	III
						\$134,019
Seattle	4006	FORD	LN9000 4x2 260HP	\$40,522	1FTYR90L2MVA36028	I
Seattle	4007	FORD	LN9000 4x2 260HP	\$40,522	1FTYR90L0MVA36029	I
Seattle	4008	FORD	LN9000 4x2 260HP	\$40,522	1FTYR90L0MVA36030	I
Seattle	4009	KIDR	32'x12'6" Trailer	\$47,250	IK9113225N1054100	III
Seattle	4010	KIDR	32'x12'6" Trailer	\$47,250	IK9113227N1054051	III
Seattle	4011	KIDR	32'x12'6" Trailer	\$47,250	IK9113227N1054082	III
Seattle	4012	KIDR	32'x12'6" Trailer	\$47,250	IK911152XN1054030	III
Seattle	4013	KIDR	32'x12'6" Trailer	\$47,250	IK9113227N1054101	III
Seattle	4014	SLVR	Converter Dolly	\$6,176	IU3JA8015NAM10102	III
Seattle	4015	SLVR	Converter Dolly	\$6,176	IU3JA8017NAM10103	III
Seattle	4016	FORD	LN9000 4x2 260HP	\$40,522	1FTYR90L2MVA36031	I
Seattle	4017	FORD	LN9000 4x2 310HP	\$43,769	1FTYR90L5MVA01274	I
Seattle	4018	FORD	LN9000 4x2 Truck	\$63,636	1FSXR90L8MVA37403	II
Seattle	4019	FORD	LN9000 6x4 Truck	\$75,720	1FDYW90L4MVA38447	II
Seattle	4020	FORD	LN9000 6x4 Truck	\$75,720	1FSYW90L8MVA38449	II
						\$669,531
Total Schedule Cost:						\$7,088,869

Schedule A
Annexed to and made a part of a
UCC-1 Financing Statement
among Kraft General Foods, Inc., as Lessee,
Lease Plan U.S.A., Inc. as Lessor and
The CIT Group/Equipment Financing, Inc. as Assignee
(con't)

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No. Items	Manufacturer	Year/Model	Vehicle ID No.	Unit No.
1	WHITE GMC	1992/W1A64T	4V1W0DRF1HN646990	6316G
1	WHITE GMC	1992/W1A64T	4V1W0DRF3HN646999	6317G
1	WHITE GMC	1992/W1A64T	4V1W0DRF4HN647000	6318G
1	WHITE GMC	1992/W1A64T	4V1W0DRF6HN647001	6319G
1	WHITE GMC	1992/W1A64T	4V1W0DRF9HN646991	6309D
1	WHITE GMC	1992/W1A64T	4V1W0DRF0HN646992	6310D
1	WHITE GMC	1992/W1A64T	4V1W0DRF2HN646993	6311D
1	WHITE GMC	1992/W1A64T	4V1W0DRF4HN646994	6312D
1	WHITE GMC	1992/W1A64T	4V1W0DRF6HN646995	6313D
1	WHITE GMC	1992/W1A64T	4V1W0DRF8HN646996	6314D
1	WHITE GMC	1992/W1A64T	4V1W0DRFXHN646997	6315D
1	WHITE GMC	1992/W1A64T	4V1W0DRF0HN647009	6327S
1	WHITE GMC	1992/W1A64T	4V1W0DRF7HN647010	6328S
1	WHITE GMC	1992/W1A64T	4V1W0DRF9HN647011	6329S
1	WHITE GMC	1992/W1A64T	4V1W0DRF0HN647012	6330S
1	WHITE GMC	1992/W1A64T	4V1W0DRG1HN647013	6301B
1	WHITE GMC	1992/W1A64T	4V1W0DRG3HN647014	6302B
1	WHITE GMC	1992/W1A64T	4V1W0DRG5HN647015	6303B
1	WHITE GMC	1992/W1A64T	4V1W0DRF0HN647002	6320L
1	WHITE GMC	1992/W1A64T	4V1W0DRFXHN647003	6321L
1	WHITE GMC	1992/W1A64T	4V1W0DRF1HN647004	6322L
1	WHITE GMC	1992/W1A64T	4V1W0DRF3HN647005	6323L
1	WHITE GMC	1992/W1A64T	4V1W0DRF5HN647006	6324L
1	WHITE GMC	1992/W1A64T	4V1W0DRF7HN647007	6325L
1	WHITE GMC	1992/W1A64T	4V1W0DRF9HN647008	6326L
1	WHITE GMC	1992/W1A64T	4V1W0DRF5HN646906	6304C
1	WHITE GMC	1992/W1A64T	4V1W0DRF7HN646907	6305C
1	WHITE GMC	1992/W1A64T	4V1W0DRF9HN646908	6306C
1	WHITE GMC	1992/W1A64T	4V1W0DRF0HN646909	6307C
1	WHITE GMC	1992/W1A64T	4V1W0DRF7HN646990	6308C

A:\EXAPURSA.5

Schedule A

Annexed to and made a part of a
UCC-1 Financing Statement
among Kraft General Foods, Inc., as Lessee,
Lease Plan U.S.A., Inc. as Lessor and
The CIT Group/Equipment Financing, Inc. as Assignee
(con't)

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MANUFACTURE	MODEL	YEAR	SERIAL NUMBER	UNIT NUMBER
NAVISTAR	2375	1989	111S2DOB11KH668719	
NAVISTAR	2375	1989	111S2DOB11XKH668721	
NAVISTAR	2375	1989	111S2DOB11KH668722	
NAVISTAR	2375	1989	111S2DGBR3KH668723	
NAVISTAR	2275	1989	111S2AO213KH666452	
NAVISTAR	2275	1989	111S2AG2105KH666453	
NAVISTAR	2275	1989	111S2AO2R7KH666454	
NAVISTAR	2275	1989	111S2AO2R9KH666455	
NAVISTAR	8100	1990	111S1BGF80LH252992	
NAVISTAR	8100	1990	111S1BGF8XLH252993	
NAVISTAR	8100	1990	111S1DOFR1LH252994	
NAVISTAR	F8300	1990	111S1KO2R5LH254169	

Schedule A
Annexed to and made a part of a
UCC-1 Financing Statement
among Kraft General Foods, Inc., as Lessee,
Lease Plan U.S.A., Inc. as Lessor and
The CIT Group/Equipment Financing, Inc. as Assignee
(con't)

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No. Items	Manufacturer	Year/Model	Vehicle ID No.	Unit No.
1	Utility	1992 2000R	1UYVS2483NU714301	4120
1	Utility	1992 2000R	1UYVS2485NU714302	4121
1	Utility	1992 2000R	1UYVS2487NU714303	4122
1	Utility	1992 2000R	1UYVS2489NU714304	4123
1	Utility	1992 2000R	1UYVS2480NU714305	4124
1	Utility	1992 2000R	1UYVS2482NU714306	4125
1	Utility	1992 2000R	1UYVS2484NU714307	4126
1	Utility	1992 2000R	1UYVS2486NU714308	4127
1	Utility	1992 2000R	1UYVS2488NU714309	4128
1	Utility	1992 2000R	1UYVS2484NU714310	4129
1	Utility	1992 2000R	1UYVS2486NU714311	4130
1	Utility	1992 2000R	1UYVS2488NU714312	4131
1	Utility	1992 2000R	1UYVS248XNU714313	4132
1	Utility	1992 2000R	1UYVS2481NU714314	4133
1	Utility	1992 2000R	1UYVS2483NU714315	4134
1	Utility	1992 2000R	1UYVS2485NU714316	4135
1	Utility	1992 2000R	1UYVS2487NU714317	4136
1	Utility	1992 2000R	1UYVS2489NU714318	4137
1	Utility	1992 2000R	1UYVS2480NU714319	4138
1	Utility	1992 2000R	1UYVS2487NU714320	4139
1	Utility	1992 2000R	1UYVS2489NU714321	4140
1	Utility	1992 2000R	1UYVS2480NU714322	4141
1	Utility	1992 2000R	1UYVS2482NU714323	4142
1	Utility	1992 2000R	1UYVS2484NU714324	4143
1	Utility	1992 2000R	1UYVS2486NU714325	4144
1	Utility	1992 2000R	1UYVS2533NU714401	4145
1	Utility	1992 2000R	1UYVS2535NU714402	4146
1	Utility	1992 2000R	1UYVS2537NU714403	4147
1	Utility	1992 2000R	1UYVS2539NU714404	4148
1	Utility	1992 2000R	1UYVS2530NU714405	4149
1	Utility	1992 2000R	1UYVS2532NU714406	4150
1	Utility	1992 2000R	1UYVS2534NU714407	4151
1	Utility	1992 2000R	1UYVS2536NU714408	4152

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4046187399 Lease Plan, USA

02

EQUIPMENT LIST: SCHEDULE 91-7

DISTRICT	EQUIPMENT TYPE	MODEL #	SERIAL #	LESSOR COST		RENT 1-72	RENT 73-96
Albuquerque	SERIES RR RIDER REACH TRUCK	45RRTT300	1A113502	21,797.50	11/04	313.23	242.61
Albuquerque	.	.	1A113513	21,797.50	11/04	313.23	242.61
Albuquerque	.	.	1A113518	21,797.50	11/04	313.23	242.61
Albuquerque	.	.	1A113484	21,797.50	11/04	313.23	242.61
Albuquerque	SERIES SP42 STOCKPICKER LIFT TRUCK	30SP42TT270	1A113774	16,750.00	11/04	240.70	186.43
Albuquerque	SERIES SP42 STOCKPICKER LIFT TRUCK	30SP42TT270	1A114438	16,870.00	11/04	242.42	187.76
Garland	SERIES RR RIDER REACH TRUCK	45RRTT270	1A112805	23,553.65	11/04	338.47	262.15
Hanover	SERIES SP42 STOCKPICKER LIFT TRUCK	30SP42TT240	1A114945	15,205.11	12/04	218.50	169.23
L.A.	SERIES RR RIDER REACH TRUCK	45RRTT210	1A113426	23,245.40	11/04	334.04	258.72
L.A.	.	.	1A113418	23,245.40	11/04	334.04	258.72
Rochester	SERIES RR RIDER REACH TRUCK	35RRTT198	1A110027	22,234.30	11/04	318.51	247.47
Santa Ana	SERIES SP42 STOCKPICKER LIFT TRUCK	30SP42TT240	1A114561	16,474.00	11/04	236.73	183.36
Santa Ana	SERIES RR RIDER REACH TRUCK	45RRTT300	1A115312	23,129.56	12/04	332.37	257.43
Santa Ana	.	.	1A115313	23,129.56	12/04	332.37	257.43
Santa Ana	SERIES RR RIDER REACH TRUCK	45RRTT270	1A115207	23,262.56	12/04	334.57	259.13
Santa Ana	.	.	1A115228	23,262.56	12/04	334.57	259.13
Santa Ana	SERIES RR RIDER REACH TRUCK	45RRTT300	1A115303	22,941.55	12/04	329.67	255.34
Santa Ana	SERIES RR RIDER REACH TRUCK	45RRTT270	1A115274	22,941.55	12/04	329.67	255.34
Tampa	SERIES RR RIDER REACH TRUCK	45RRTT270	1A112920	21,584.16	11/04	310.16	240.23
Tampa	.	.	1A112924	21,584.16	11/04	310.16	240.23
Tampa	.	.	1A112915	21,584.16	11/04	310.16	240.23
Clearfield	.	45RRTT270	1A107612	23,392.30	11/04	336.15	260.36
Hanover	.	35RRTT264	1A115964	21,795.00	12/04	313.19	242.58
Savage	.	45RRTT321	1A115891	21,756.10	12/04	312.64	242.15
Savage	.	45RRTT321	1A115928	21,756.10	12/04	312.64	242.15
Norcross	.	45RRTT300	1A115952	21,501.45	12/31	308.98	239.31
Norcross	.	45RRTT300	1A115945	21,501.45	12/31	308.98	239.31
Norcross	.	45RRTT300	1A115978	21,501.45	12/31	308.98	239.31
Norcross	.	45RRTT300	1A115936	21,501.45	12/31	308.98	239.31
Norcross	.	45RRTT300	1A115941	21,501.45	12/31	308.98	239.31
Norcross	SERIES SP42 STOCKPICKER LIFT TRUCK	30SP42TT270	1A116011	16,527.14	12/31	237.50	183.95
Norcross	.	30SP42TT270	1A116029	16,527.14	12/31	237.50	183.95
Paducah	SERIES RR RIDER REACH TRUCK	45RRTT232	1A115761	21,939.60	12/04	315.27	244.19
Peabody	.	45RRTT240	1A113948	21,348.61	12/31	306.78	237.61
Peabody	.	.	1A113953	21,348.61	12/31	306.78	237.61
Peabody	.	.	1A113949	21,348.61	12/31	306.78	237.61
Peabody	.	.	1A113983	21,348.61	12/31	306.78	237.61
Peabody	.	.	1A113987	21,348.61	12/31	306.78	237.61
Peabody	.	.	1A113989	21,348.61	12/31	306.78	237.61
Rochester	.	35RCTT190	1A114238	23,529.49	11/04	338.12	261.88
Santa Ana	.	35SCTT190	1A116035	24,935.00	12/31	394.47	305.53

Total Schedule 91-7 Equipment \$875,984 \$12,624.05 \$9,777.71

ATTACHMENT 'A'

Page 1 of 2

Attachment to Certificate of Acceptance

BOOK 579 PAGE 32

Schedule #91-8 dated 11/4/91

DISTRICT	EQUIPMENT TYPE	MODEL #	SERIAL #	LESSOR'S COST
Albuquerque	SERIES PE END CONTROL PALLET RIDER TRUCK	60PE27X48	6A108230	4,983.46
Albuquerque	"	"	6A108231	4,983.46
Albuquerque	"	"	6A108232	4,983.46
Albuquerque	"	80PE28X96	6A108185	5,236.23
Albuquerque	"	"	6A108186	5,236.23
Albuquerque	"	"	6A108187	5,236.23
Albuquerque	"	"	6A108188	5,236.23
Albuquerque	"	"	6A108189	5,236.24
Albuquerque	"	"	6A108190	5,236.24
Albuquerque	"	"	6A108191	5,236.24
Albuquerque	"	"	6A108192	5,236.24
Albuquerque	"	"	6A108211	5,236.24
Albuquerque	"	80PE28X96	6A106791	5,651.57
Bensenville	"	"	6A106792	5,651.57
Bensenville	"	"	6A106793	5,651.57
Bensenville	"	"	6A106794	5,651.57
Bensenville	"	"	6A106795	5,651.57
Bensenville	"	"	6A106796	5,651.57
Bensenville	"	"	6A106798	5,651.57
Bensenville	"	"	6A106799	5,651.57
Bensenville	"	"	6A106800	5,651.57
Bensenville	"	"	6A106801	5,651.56
Bensenville	"	"	6A106802	5,651.56
Bensenville	"	"	6A106803	5,651.56
Bensenville	"	60PE28X93	6A106189	5,722.56
Bensenville	"	"	6A106190	5,722.58
Bensenville	"	"	6A106191	5,722.59
Bensenville	"	60PE28X96	6A100905	5,876.65
Bensenville	"	80PE28X96	6A106347	6,015.47
Bensenville	"	"	6A106348	6,015.47
Bensenville	"	"	6A106349	6,015.47
Bensenville	"	"	6A106350	6,015.47
Bensenville	"	"	6A106351	6,015.46
Bensenville	"	"	6A106352	6,015.46
Bensenville	"	"	6A106353	6,015.46
Bensenville	"	"	6A106354	6,015.47
Bensenville	"	"	6A106355	6,015.47
Bensenville	"	"	6A106356	6,015.47
Bensenville	"	"	6A106357	6,015.47
Bensenville	"	"	6A106358	6,015.47
Bensenville	"	"	6A106359	6,015.47
Bensenville	"	"	6A106360	6,015.47
Bensenville	"	"	6A106361	6,015.47
Bensenville	"	80PE28X96	6A107355	6,112.05
Bensenville	"	"	6A107358	6,112.05
Bensenville	"	60PE27X48	6A108346	5,223.28
Charlotte	"	"	6A108347	5,223.28
Charlotte	"	80PE28X93	6A104619	5,731.19
Garland	"	"	"	"

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Garland	.	6A105885	5,731.19
Garland	.	6A105886	5,731.20
Garland	.	80PE28X96 6A107357	6,071.86
L.A.	.	60PE27X48 6A108014	5,359.13
L.A.	.	6A108015	5,359.13
L.A.	.	6A108016	5,359.14
Phoenix	.	80PE28X96 6A107986	5,258.43
Phoenix	.	6A107987	5,258.44
Phoenix	.	6A107988	5,258.44
Phoenix	.	6A107989	5,258.44
Phoenix	.	6A107990	5,258.44
Phoenix	.	6A107991	5,258.44
Phoenix	.	6A107992	5,258.44
Phoenix	.	6A107993	5,258.44
Phoenix	.	6A107994	5,258.44
Phoenix	.	6A107995	5,258.44
Phoenix	.	6A107996	5,258.44
Phoenix	.	6A107997	5,258.44
Phoenix	.	6A107998	5,258.43
Phoenix	.	6A107999	5,258.43
Phoenix	.	6A108000	5,258.43
Phoenix	.	6A108001	5,258.43
Phoenix	.	6A108002	5,258.43
Phoenix	.	6A108003	5,258.43
Phoenix	.	6A108004	5,258.43
Phoenix	.	6A108005	5,258.43
Phoenix	.	6A108006	5,258.43
Phoenix	.	6A108007	5,258.43
Phoenix	.	6A108008	5,258.43
Phoenix	.	6A108009	5,258.43
Phoenix	.	6A108010	5,258.43
Renton	.	7A104390	3,120.00
SERIES GP GENERAL PURPOSE WALKER		40GPW27X48	
(SIMILAR TO PE BUT NON RIDING)			
Renton		SERIES PE END CONTROL PALLET RIDER TRUCK 60PE27X48	6A108233 5,140.55
Renton	.		6A108234 5,140.55
Renton	.		6A108235 5,140.56
Rochester	.	60PE27X48	6A108348 5,338.61
Rochester	.		6A108349 5,338.61
Santa Ana	.	60PE27X48	6A109039 5,362.87
Santa Ana	.		6A109040 5,362.87
Santa Ana	.		6A109041 5,362.87
Santa Ana	.	80PE28X96	6A109049 5,645.62
Santa Ana	.		6A109050 5,645.62
Santa Ana	.		6A109051 5,645.62
Santa Ana	.		6A109052 5,645.62
Total units:	92		504536.04

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BOOK 579 PAGE 34
C92-01-038
STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.
W. G. L. Co. FORM 0-9352A

Check below if goods are
or are to become fixtures.

☒ TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use

File No.
Date &
Hour

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement Liber 536 Folio 149
Date of Filing 12.30/88
Record Reference

1. Debtor(s)

Joseph R & Heidi A Brotherton
Name or Names—Print or Type
1505 Kingsway Drive, Gambrills Md, 21054
Address—Street No. City - County State Zip Code

2. Secured Party

Washington Gas Light Company
Name or Names—Print or Type
1100 H Street, N.W. Washington, D.C. 20005
Address—Street No. City - County State Zip Code

3. Maturity Date (if any)

CHECK APPLICABLE STATEMENT

- ☐ CONTINUATION
The original Financing Statement identified above by file number is still effective.
- ☒ TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- ☐ RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ☐ ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- ☐ OTHER

RETURN TO:

Debtor (s) or assignor (s)

Washington Gas Light Company (SEAL)
(Corporate, Trade or Firm Name)

(Type or print name under signature)

J.S. Anderson
Signature of Secured Party or Assignee
J.S. Anderson, Supervisor
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

MAIL TO: Capitol Title Insurance Agency, Inc.
2200 Defense Highway, Suite 300
Crofton, Maryland 21114

Statement of Continuation, Termination,
Assignment, Amendment or Release Under
Uniform Commercial Code

This Statement is presented to a Filing Officer for filing pursuant to Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 257098 recorded in Liber 486, Folio 254 on June 19, 1985 (date)

1. DEBTOR(S):

Name(s): Eastern Imports
Address(es): 159 Main Street
Annapolis, Md. 21401

2. SECURED PARTY:

Name: First Annapolis Savings Bank FSB successor to First Federal Savings and Loan Association of Annapolis
Address: 2024 West Street
Annapolis, Md. 21401

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. () CONTINUATION. The original Financing Statement referred to above is still effective.
4. (☒) TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. () ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
6. () AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. () RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

RECORD FEE 10.00
POSTAGE .50
#196140 CASH R02 110435
01/30/92
MARY H. ROSE
AA CO. CIRCUIT COURT

8.

9. DEBTOR: Eastern Imports

Henry R. Buser, President

Henry R. Buser
135 Conduit
Annapolis, Md. 21401

SECURED PARTY:

First Federal Savings and Loan Association of Annapolis

By Elizabeth S. Hilbert
Elizabeth S. Hilbert, Asst. Vice President
(Type Name and Title)

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 281553 recorded in
Liber 558, Folio 410 on 7/23/90 at Anne Arundel County, Md.
Date Location

1. DEBTOR(S):

Name(s) Atlantic Utilities, Inc.Address(es) 8174 Ritchie Highway
Pasadena, Maryland 21122

2. SECURED PARTY:

Name Maryland National Bank
10 Light Street, 021901Address Construction Finance Unit
Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.
4. ☐ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
6. ☐ AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. ☒ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

Exhibit A attached and made a part hereof.

9. SIGNATURES.

SECURED PARTY

Maryland National Bank

By Jennifer L. Mertaugh

Jennifer L. Mertaugh, Construction Fin. Officer
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

RECORD FEE 10.00

POSTAGE .50

A341640 C243 R01 T15:08

03/30/92

MARY M. ROSE

CIRCUIT COURT

10)

EXHIBIT A

Being known and designated as Lot No. 56 as shown on that certain plat entitled, "Sandy Oaks", Section One, which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 125, page 5, being in the third (3rd) District of Anne Arundel County.

The improvements thereon being known as:

Lot 56 - 304 Nature Walk Lane

Being known and designated as Lot No. 85C as shown on that certain plat entitled, "Sandy Oaks", Section One, which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 125, page 5, being in the third (3rd) District of Anne Arundel County.

The improvements thereon being known as:

Lot 85C - 8005 Helonias Court

**STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4/82**

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 281554 recorded in
Liber 558, Folio 414 on 7/23/90 at Anne Arundel County, Md.
Date Location

1. DEBTOR(S):

Name(s) Mandrin Construction Co., Inc.
8174 Ritchie Highway
Address(es) Pasadena, Maryland 21122

2. SECURED PARTY:

Name Maryland National Bank
10 Light Street, 021901
Address Construction Finance Unit
Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.
4. ☐ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
6. ☐ AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. ☒ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

Exhibit A attached and made a part hereof.

9. SIGNATURES.

SECURED PARTY

Maryland National Bank

By

Jennifer L. Mertaugh, Construction Fin. Officer
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

RECORD FEE 10.00

POSTAGE .50

341630 B263 RD1 115:07

03/30/92

ROSE

CIRCUIT COURT

EXHIBIT A

Being known and designated as Lot No. 56 as shown on that certain plat entitled, "Sandy Oaks", Section One, which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 125, page 5, being in the third (3rd) District of Anne Arundel County.

The improvements thereon being known as:

Lot 56 - 304 Nature Walk Lane

Being known and designated as Lot No. 85C as shown on that certain plat entitled, "Sandy Oaks", Section One, which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 125, page 5, being in the third (3rd) District of Anne Arundel County.

The improvements thereon being known as:

Lot 85C - 8005 Helonias Court

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. 280158 recorded in
Liber 552, Folio 514 on 3/2/90 at Anne Arundel County, Md.
Date Location

1. DEBTOR(S):

Name(s) Atlantic Utilities
8174 Ritchie Highway
Address(es) Pasadena, Maryland 21122

2. SECURED PARTY:

Name Maryland National Bank
10 Light Street, 021901
Address Construction Finance Unit
Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above.

RECORD FEE 10.00

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

POSTAGE .50

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.
4. ☐ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
6. ☐ AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. ☒ RELEASE. (Partial ~~XXXXXX~~) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

#341620 0263 R01 115:07

03/30/92

MARY M. ROSE

CIRCUIT COURT

8.

See Exhibit A attached and made a part hereof.

9. SIGNATURES.

SECURED PARTY

MARYLAND NATIONAL BANK

By

Jennifer L. Mertaugh, Construction Fin. Officer
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

105

EXHIBIT A

BOOK 579 PAGE 41

Being known and designated as Lot No. 56 as shown on that certain plat entitled, "Sandy Oaks", Section One, which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 125, page 5, being in the third (3rd) District of Anne Arundel County.

The improvements thereon being known as:

Lot 56 - 304 Nature Walk Lane

Being known and designated as Lot No. 85C as shown on that certain plat entitled, "Sandy Oaks", Section One, which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 125, page 5, being in the third (3rd) District of Anne Arundel County.

The improvements thereon being known as:

Lot 85C - 8005 Helonias Court

STATE OF MARYLAND
FINANCING STATEMENT FORM BOOK 579 PAGE 42

286010

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Benjamin V. Catterton Jr Robert S. Catterton Shady Side Market
Address 1481 Snug Harbor Rd Shady Side MD 20764

2. SECURED PARTY

Name Major Video Concepts, Inc
P.O. Box 15660
Address Richmond, VA 23227-5660

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

All inventory of the Debtor distributed by the Secured Party, including, without limitation, all prerecorded video tapes, video discs, blank video cassettes, and video accessories, whether now or at any time hereafter, owned by or in the custody or possession, and all accession, additions, replacements and substitutions thereof, and all proceeds arising from the sale or disposition of any such inventory, including, without limitation, any accounts, contract rights, chattel paper, deposit accounts, warehouse receipts, certificates of deposit, money or any other evidences of payment, any returns thereof, and insurance proceeds thereon.

Name and address of Assignee

N/A
RECORD FEE 13.00
POSTAGE .50

#342500 C263 R01 T14:19

03/31/92

MARY M. ROSE

AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

135
8

Benjamin V. Catterton Jr
(Signature of Debtor)

Benjamin V. Catterton Jr
Type or Print Above Name on Above Line

Robert S. Catterton
(Signature of Debtor)

Robert S. Catterton
Type or Print Above Signature on Above Line

R.E. Mitchell Jr
(Signature of Secured Party)

R.E. Mitchell Jr
Type or Print Above Signature on Above Line

STATE OF MARYLAND
FINANCING STATEMENT BOOK 579 PAGE 43
FORM UCC-1

286011

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0

If this statement is to be recorded in land records check here. ☐

This financing statement Dated March 25, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Delight Menu
Address 10 Alco Place Brooklyn, MD 21227

2. SECURED PARTY

Name HOBART CORPORATION
Address Executive Offices
Troy, OH 45374

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One(1) 180-P Berkel Slicer

RECORD FEE 11.00

#342510 0263 R01 T14:20

03/31/92

CONDITIONAL SALES CONTRACT
Secured Party is Seller

MARY M. ROSE

Clerk of Circuit Court, Annapolis #259961 N

AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

C. Lennett Francis
Attorney in Fact
(Signature of Debtor)
C. Lennett Francis

Delight Menu
Type or Print Above Name on Above Line

C. Lennett Francis
Attorney in Fact
(Signature of Debtor)
C. Lennett Francis

Delight Menu
Type or Print Above Signature on Above Line

HOBART CORPORATION

(Signature of Secured Party)

Janice E. Lassiter
Type or Print Above Signature on Above Line
Janice E. Lassiter

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) Control Resource Systems, Inc. 670 Mariner Drive Michigan City, IN 46360	2. Secured Party(ies) and address(es) LaSalle National Bank 120 South LaSalle Street Chicago, IL 60603 Attn: ABL Dept. (L-509)	For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 #387370 CASH R02 11:44/92 01/31/92 MARY H. ROSE AA CO. CIRCUIT COURT
4. This statement refers to original Financing Statement bearing File No. <u>Liber 546 Folio 85</u> <u>Anne Arundel Cty. Maryland</u> Filed with _____ Date Filed <u>09/18/89</u> 19 <u>89</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

1013520-110 9512
CONTROL RESOURCE SYSTEMS, INC. LASALLE NATIONAL BANK
MAR 12 1992
By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
By: Phil Banka, VP Signature(s) of Secured Party(ies)
No. of additional Sheets presented: _____
(1) Filing Officer Copy - Alphabetical
STANDARD FORM - FORM UCC-3

FILING FEE \$ _____
Please Return To:
LEXIS®
DOCUMENT SERVICES
P.O. BOX 2969
Springfield, Illinois 62708
THANK YOU

BOOK 579 PAGE 45

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3 Maturity date (if any):
1 Debtor's Name, first and address: Mercantile Safe Deposit & Trust Company 742 Old Hammonds Ferry Road Linthicum, MD 21090 Heights	2 Secured Party's name and address: COMDISCO, INC. 6111 North River Road Rosemont, IL 60018 SL50733	For Filing Officer (Date, Time, Number, and Filing Office):
4 This financing statement covers the following types (or items) of property: COMDISCO, INC. is the LESSOR and Mercantile Safe Deposit & Trust Company is the LESSEE subject to the terms and conditions of Equipment Schedule No. 41 dated November 26, 1991 and Master Lease Agreement Dated March 7, 1983 for the following equipment: <div style="text-align: center; margin-top: 20px;">Please see attached</div>		5 Assignee(s) of Secured Party and Address(es):
This filing is for notice purposes only to evidence a true lease. No recordation tax applicable., due to 12108k #5 <div style="text-align: right; font-size: 1.2em; margin-right: 50px;">1013712-12 1191</div>		
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input checked="" type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		Filed with Anne Arundel County Clerk-MD
Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
Mercantile Safe Deposit & Trust Company Kenneth E. Lumpkin Vice Pres.	COMDISCO, INC. Janet Frantz Contract Analyst	
By <u>[Signature]</u> LESSEE Title _____	By <u>[Signature]</u> LESSOR Title _____	

EXHIBIT A

EQUIPMENT SCHEDULE NO. 41

DATED AS OF November 26, 1991

TO MASTER LEASE AGREEMENT DATED AS OF March 7, 1983 ("Master Lease")

LESSEE: MERCANTILE-SAFE DEPOSIT & TRUST
COMPANY

LESSOR: COMDISCO, INC.

Address for Legal Notices:MERCANTILE-SAFE DEPOSIT & TRUST COMPANY
742 Old Hammond Ferry Road
Linthicum, MD 21090

Attn: Corporate Secretary

Address for All Notices:6111 North River Road
Rosemont, Illinois 60018Attn: Operations Contract
AdministrationAddress for Administrative Correspondence:MERCANTILE-SAFE DEPOSIT & TRUST COMPANY
742 Old Hammond Ferry Road
Linthicum, MD 21090

Attn: Mr. Kenneth Lumpkin

Phone: (301)347-8173

Address for Invoices:MERCANTILE-SAFE DEPOSIT & TRUST COMPANY
742 Old Hammond Ferry Road
Linthicum, MD 21090Attn: Mr. Kenneth Lumpkin
Phone: (301)347-8173Location of Equipment:MERCANTILE-SAFE DEPOSIT & TRUST COMPANY
742 Old Hammond Ferry Road
Linthicum, MD 21090Attn: Mr. Kenneth Lumpkin
Phone: (301)347-8173Lessee Reference No:Initial Term: 36 MONTHSTOTAL
MONTHLY RENT:EQUIPMENT (as defined below):

<u>Item</u> <u>No.</u>	<u>Qty</u>	<u>Mfg</u>	<u>Machine</u> <u>Type</u>	<u>Model/</u> <u>Feature</u>	<u>Description</u>	<u>Serial</u> <u>Number</u>
1.	438	IBM	3472	HC3	INFOWINDOW 14 INCH COLOR VIDEO	
				(438)9131	ENHANCED KEYBOARD	
				(438)9201	TILT/SWIVEL STAND	

Please see attached Invoices for serial numbers.

IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009247

CUSTOMER NAME AND ADDRESS INSTALLED AT ADDRESS

COMDISCO INC COMDISCO INC
6111 N RIVER RD MERCANTILE SAFE DEPOSIT &
ROSEMONT IL 60018 TRUST CO
BANKING DIV
742 OLD HAMMONDS
FERRY RD
LINTHICUM HTS MD 21090

IN ACCORDANCE WITH YOUR AGREEMENT FOR PURCHASE OF IBM MACHINES, THE DATE OF INSTALLATION FOR THE FOLLOWING MACHINES, FEATURES, AND/OR MODEL CONVERSIONS PURCHASED THEREUNDER, FOR ALL PURPOSES OF THE AGREEMENT, IS SHOWN BELOW.

THE WARRANTY EXPIRATION DATE IS ALSO SHOWN FOR MACHINES, SPECIAL-FEATURE ADDITIONS, AND MODEL-CONVERSION UPGRADES SHIPPED DIRECTLY FROM IBM. IF YOU HAVE NOT PREVIOUSLY ORDERED IBM MAINTENANCE AGREEMENT SERVICE FOR A MACHINE TO COMMENCE IMMEDIATELY FOLLOWING ITS WARRANTY PERIOD AND WISH TO DO SO, PLEASE NOTIFY IBM PRIOR TO THE MACHINE'S WARRANTY EXPIRATION DATE. ALL REQUIRED CONTRACTS, AGREEMENTS, AND PREREQUISITES MUST BE COMPLETED AND ACCEPTED BY IBM PRIOR TO COMMENCING THE MAINTENANCE COVERAGE.

PRODUCTION STATUS CODE 1 AND PRODUCTION STATUS CODE 2 AS SET FORTH BELOW APPLY TO MACHINES AND ARE DESCRIBED IN THE SUPPLEMENT TO AGREEMENT FOR PURCHASE OF IBM MACHINES.

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472	CFK21		3GPNBY	12/30/91	12/29/94	1
1	3472	CFK24		3GPNBZ	12/30/91	12/29/94	1
1	3472	CFK22		3GPNCB	12/30/91	12/29/94	1
1	3472	CFK07		3GPNCC	12/30/91	12/29/94	1
1	3472	CFK08		3GPNCD	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009247

ATTACHMENT A

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472	CFK11		3GPNCF	12/30/91	12/29/94	1
1	3472	CFK17		3GPNCG	12/30/91	12/29/94	1
1	3472	CFK04		3GPNCH	12/30/91	12/29/94	1
1	3472	CFK10		3GPNCJ	12/30/91	12/29/94	1
1	3472	CFK19		3GPNCK	12/30/91	12/29/94	1
1	3472	CFK16		3GPNCL	12/30/91	12/29/94	1
1	3472	CFX64		3GPNCM	12/30/91	12/29/94	1
1	3472	CFX77		3GPNCN	12/30/91	12/29/94	1
1	3472	CGG24		3GPNCP	12/30/91	12/29/94	1
1	3472	CFX76		3GPNCQ	12/30/91	12/29/94	1
1	3472	CFX66		3GPNCR	12/30/91	12/29/94	1
1	3472	CFX37		3GPNCS	12/30/91	12/29/94	1
1	3472	CFX69		3GPNCT	12/30/91	12/29/94	1
1	3472	CFX73		3GPNCV	12/30/91	12/29/94	1
1	3472	CFX71		3GPNCW	12/30/91	12/29/94	1
1	3472	CFX68		3GPNCX	12/30/91	12/29/94	1
1	3472	CGG25		3GPNCY	12/30/91	12/29/94	1
1	3472	CFX62		3GPNCZ	12/30/91	12/29/94	1
1	3472	CGG28		3GPNDB	12/30/91	12/29/94	1
1	3472	CGG29		3GPNDC	12/30/91	12/29/94	1
1	3472	CGG17		3GPNDD	12/30/91	12/29/94	1
1	3472	CGG16		3GPNDF	12/30/91	12/29/94	1
1	3472	CGG30		3GPNDG	12/30/91	12/29/94	1
1	3472	CGG20		3GPNDH	12/30/91	12/29/94	1
1	3472	CGG19		3GPNDJ	12/30/91	12/29/94	1
1	3472	CGG31		3GPNDK	12/30/91	12/29/94	1
1	3472	CGG18		3GPNDL	12/30/91	12/29/94	1
1	3472	CGG21		3GPNDM	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

CW2B1567 IS3 270005 12/27/91 FROM=BDS EMPL=567289

*Discontinued
12/31/91*

IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2008347 ATTACHMENT A

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 CGG26			3GPNDN	12/30/91	12/29/94	1
1	3472 CGG22			3GPNDP	12/30/91	12/29/94	1
1	3472 CGF04			3GPNDQ	12/30/91	12/29/94	1
1	3472 CGG23			3GPNDR	12/30/91	12/29/94	1
1	3472 CGG27			3GPNDS	12/30/91	12/29/94	1
1	3472 CGF19			3GPNDT	12/30/91	12/29/94	1
1	3472 CGF09			3GPNDV	12/30/91	12/29/94	1
1	3472 CGF12			3GPNDW	12/30/91	12/29/94	1
1	3472 CGF10			3GPNDX	12/30/91	12/29/94	1
1	3472 CGF13			3GPNDY	12/30/91	12/29/94	1
1	3472 CGF05			3GPNDZ	12/30/91	12/29/94	1
1	3472 CGF07			3GPNFB	12/30/91	12/29/94	1
1	3472 CGF11			3GPNFC	12/30/91	12/29/94	1
1	3472 CGF15			3GPNFD	12/30/91	12/29/94	1
1	3472 CGF06			3GPNFF	12/30/91	12/29/94	1
1	3472 CGF17			3GPNFG	12/30/91	12/29/94	1
1	3472 CGF14			3GPNFH	12/30/91	12/29/94	1
1	3472 CGF03			3GPNFJ	12/30/91	12/29/94	1
1	3472 CGF18			3GPNFK	12/30/91	12/29/94	1
1	3472 CGF08			3GPNFL	12/30/91	12/29/94	1
1	3472 CGF29			3GPNFM	12/30/91	12/29/94	1
1	3472 CGF32			3GPNFN	12/30/91	12/29/94	1
1	3472 CGF34			3GPNFP	12/30/91	12/29/94	1
1	3472 CGF33			3GPNFQ	12/30/91	12/29/94	1
1	3472 CGF30			3GPNFR	12/30/91	12/29/94	1
1	3472 CGF25			3GPNFS	12/30/91	12/29/94	1
1	3472 CGF28			3GPNFT	12/30/91	12/29/94	1
1	3472 CGF31			3GPNFV	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

12/31/91

IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009247

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 CGF16			3GPNFW	12/30/91	12/29/94	1
1	3472 CGF24			3GPNFX	12/30/91	12/29/94	1
1	3472 CGF23			3GPNFY	12/30/91	12/29/94	1
1	3472 CGF22			3GPNFZ	12/30/91	12/29/94	1
1	3472 CGF20			3GPNGB	12/30/91	12/29/94	1
1	3472 CGF27			3GPNGC	12/30/91	12/29/94	1
1	3472 CGF21			3GPNGD	12/30/91	12/29/94	1
1	3472 CGF26			3GPNGF	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

*Results
12/31/91*

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EMPL=567289

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ATTACHMENT A

CUSTOMER NUMBER 2009247

IBM INSTALLATION ADVICE BRANCH OFFICE JND

CUSTOMER NAME AND ADDRESS

COMDISCO INC
6111 N RIVER RD
ROSEMONT IL 60018

INSTALLED AT ADDRESS
COMDISCO INC
MERCANTILE SAFE DEPOSIT &
TRUST CO
BANKING DIV
742 OLD HAMMONDS
FERRY RD
LINTHICUM HTS MD 21090

IN ACCORDANCE WITH YOUR AGREEMENT FOR PURCHASE OF IBM MACHINES, THE DATE OF INSTALLATION FOR THE FOLLOWING MACHINES, FEATURES, AND/OR MODEL CONVERSIONS

PURCHASED THEREUNDER, FOR ALL PURPOSES OF THE AGREEMENT, IS SHOWN BELOW.

THE WARRANTY EXPIRATION DATE IS ALSO SHOWN FOR MACHINES, SPECIAL-FEATURE ADDITIONS, AND MODEL-CONVERSION UPGRADES SHIPPED DIRECTLY FROM IBM. IF YOU HAVE NOT PREVIOUSLY ORDERED IBM MAINTENANCE AGREEMENT SERVICE FOR A MACHINE TO COMMENCE IMMEDIATELY FOLLOWING ITS WARRANTY PERIOD AND WISH TO DO SO, PLEASE NOTIFY IBM PRIOR TO THE MACHINE'S WARRANTY EXPIRATION DATE. ALL REQUIRED CONTRACTS, AGREEMENTS, AND PREREQUISITES MUST BE COMPLETED AND ACCEPTED BY IBM PRIOR TO COMMENCING THE MAINTENANCE COVERAGE.

PRODUCTION STATUS CODE 1 AND PRODUCTION STATUS CODE 2 AS SET FORTH BELOW APPLY TO MACHINES AND ARE DESCRIBED IN THE SUPPLEMENT TO AGREEMENT FOR PURCHASE OF IBM MACHINES.

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
				3GPNGG	12/30/91	12/29/94	1
1	3472 CGF80			3GPNGH	12/30/91	12/29/94	1
1	3472 CGF82			3GPNGJ	12/30/91	12/29/94	1
1	3472 CGF81			3GPNGK	12/30/91	12/29/94	1
1	3472 CGF75			3GPNGL	12/30/91	12/29/94	1
1	3472 CGF76						

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

Printed
12/31/91

IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009247

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 CGF78			3GPNGM	12/30/91	12/29/94	1
1	3472 CGF77			3GPNGN	12/30/91	12/29/94	1
1	3472 CGF79			3GPNGP	12/30/91	12/29/94	1
1	3472 CGG50			3GPNGQ	12/30/91	12/29/94	1
1	3472 CGF74			3GPNGR	12/30/91	12/29/94	1
1	3472 CGG48			3GPNGS	12/30/91	12/29/94	1
1	3472 CGF69			3GPNGT	12/30/91	12/29/94	1
1	3472 CGF72			3GPNGV	12/30/91	12/29/94	1
1	3472 CGF71			3GPNGW	12/30/91	12/29/94	1
1	3472 CGF70			3GPNGX	12/30/91	12/29/94	1
1	3472 CGG52			3GPNGY	12/30/91	12/29/94	1
1	3472 CGG54			3GPNGZ	12/30/91	12/29/94	1
1	3472 CGG51			3GPNHB	12/30/91	12/29/94	1
1	3472 CGG57			3GPNHC	12/30/91	12/29/94	1
1	3472 CGG53			3GPNHD	12/30/91	12/29/94	1
1	3472 CGG55			3GPNHF	12/30/91	12/29/94	1
1	3472 CGG60			3GPNHG	12/30/91	12/29/94	1
1	3472 CGD35			3GPNHH	12/30/91	12/29/94	1
1	3472 CGF73			3GPNHJ	12/30/91	12/29/94	1
1	3472 CGD37			3GPNHK	12/30/91	12/29/94	1
1	3472 CGD36			3GPNHL	12/30/91	12/29/94	1
1	3472 CGG61			3GPNHM	12/30/91	12/29/94	1
1	3472 CGF68			3GPNHN	12/30/91	12/29/94	1
1	3472 CGF67			3GPNHP	12/30/91	12/29/94	1
1	3472 CGG63			3GPNHQ	12/30/91	12/29/94	1
1	3472 CGG62			3GPNHR	12/30/91	12/29/94	1
1	3472 CGD34			3GPNHS	12/30/91	12/29/94	1
1	3472 CGD25			3GPNHT	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

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12/31/91

IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009247

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 CGD33			3GPNHV	12/30/91	12/29/94	1
1	3472 CGD32			3GPNHW	12/30/91	12/29/94	1
1	3472 CGG56			3GPNHX	12/30/91	12/29/94	1
1	3472 CGG64			3GPNHY	12/30/91	12/29/94	1
1	3472 CGG65			3GPNHZ	12/30/91	12/29/94	1
1	3472 CGD14			3GPNJB	12/30/91	12/29/94	1
1	3472 CGG67			3GPNJC	12/30/91	12/29/94	1
1	3472 CGD21			3GPNJD	12/30/91	12/29/94	1
1	3472 CGD23			3GPNJF	12/30/91	12/29/94	1
1	3472 CGD29			3GPNJG	12/30/91	12/29/94	1
1	3472 CGD22			3GPNJH	12/30/91	12/29/94	1
1	3472 CGD31			3GPNJJ	12/30/91	12/29/94	1
1	3472 CGD11			3GPNJK	12/30/91	12/29/94	1
1	3472 CFX02			3GPNJL	12/30/91	12/29/94	1
1	3472 CGD19			3GPNJM	12/30/91	12/29/94	1
1	3472 CGD20			3GPNJN	12/30/91	12/29/94	1
1	3472 CGG40			3GPNJP	12/30/91	12/29/94	1
1	3472 CGG35			3GPNJQ	12/30/91	12/29/94	1
1	3472 CGG37			3GPNJR	12/30/91	12/29/94	1
1	3472 CFX03			3GPNJS	12/30/91	12/29/94	1
1	3472 CFX14			3GPNJT	12/30/91	12/29/94	1
1	3472 CGG47			3GPNJV	12/30/91	12/29/94	1
1	3472 CGG46			3GPNJW	12/30/91	12/29/94	1
1	3472 CFX10			3GPNJX	12/30/91	12/29/94	1
1	3472 CFX05			3GPNJY	12/30/91	12/29/94	1
1	3472 CFX00			3GPNJZ	12/30/91	12/29/94	1
1	3472 CFX09			3GPNKB	12/30/91	12/29/94	1
1	3472 CGG41			3GPNKC	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

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12/31/91

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ATTACHMENT A

IBM INSTALLATION ADVICE BRANCH OFFICE JND

CUSTOMER NUMBER 2009247

CUSTOMER NAME AND ADDRESS

COMDISCO INC
6111 N RIVER RD
ROSEMONT IL 60018

INSTALLED AT ADDRESS
COMDISCO INC
MERCANTILE SAFE DEPOSIT &
TRUST CO
BANKING DIV
742 OLD HAMMONDS
FERRY RD
LINTHICUM HTS MD 21090

IN ACCORDANCE WITH YOUR AGREEMENT FOR PURCHASE OF IBM MACHINES, THE DATE OF INSTALLATION FOR THE FOLLOWING MACHINES, FEATURES, AND/OR MODEL CONVERSIONS PURCHASED THEREUNDER, FOR ALL PURPOSES OF THE AGREEMENT, IS SHOWN BELOW.

THE WARRANTY EXPIRATION DATE IS ALSO SHOWN FOR MACHINES, SPECIAL-FEATURE ADDITIONS, AND MODEL-CONVERSION UPGRADES SHIPPED DIRECTLY FROM IBM. IF YOU HAVE NOT PREVIOUSLY ORDERED IBM MAINTENANCE AGREEMENT SERVICE FOR A MACHINE TO COMMENCE IMMEDIATELY FOLLOWING ITS WARRANTY PERIOD AND WISH TO DO SO, PLEASE NOTIFY IBM PRIOR TO THE MACHINE'S WARRANTY EXPIRATION DATE. ALL REQUIRED CONTRACTS, AGREEMENTS, AND PREREQUISITES MUST BE COMPLETED AND ACCEPTED BY IBM PRIOR TO COMMENCING THE MAINTENANCE COVERAGE.

PRODUCTION STATUS CODE 1 AND PRODUCTION STATUS CODE 2 AS SET FORTH BELOW APPLY TO MACHINES AND ARE DESCRIBED IN THE SUPPLEMENT TO AGREEMENT FOR PURCHASE OF IBM MACHINES.

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 CFX07			3GPNKN	12/30/91	12/29/94	1
1	3472 CFX13			3GPNKP	12/30/91	12/29/94	1
1	3472 CGG45			3GPNKQ	12/30/91	12/29/94	1
1	3472 CGG44			3GPNKR	12/30/91	12/29/94	1
1	3472 CFX15			3GPNKS	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

CW2B1567 IS3 270012 12/27/91 FROM=BDS EMPL=567289

IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009247

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 CGG43			3GPNKD	12/30/91	12/29/94	1
1	3472 CGG42			3GPNKF	12/30/91	12/29/94	1
1	3472 CGG38			3GPNKG	12/30/91	12/29/94	1
1	3472 CGG33			3GPNKH	12/30/91	12/29/94	1
1	3472 CGG39			3GPNKJ	12/30/91	12/29/94	1
1	3472 CGG34			3GPNKK	12/30/91	12/29/94	1
1	3472 CGG32			3GPNKL	12/30/91	12/29/94	1
1	3472 CFX12			3GPNKM	12/30/91	12/29/94	1

*OK'd
12/31/91*

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 CGG36			3GPNKT	12/30/91	12/29/94	1
1	3472 CFX16			3GPNKV	12/30/91	12/29/94	1
1	3472 CFX06			3GPNKW	12/30/91	12/29/94	1
1	3472 CFX04			3GPNKX	12/30/91	12/29/94	1
1	3472 CFX08			3GPNKY	12/30/91	12/29/94	1
1	3472 CFX17			3GPNKZ	12/30/91	12/29/94	1
1	3472 CFK49			3GPNLB	12/30/91	12/29/94	1
1	3472 CFK45			3GPNLC	12/30/91	12/29/94	1
1	3472 CFK45			3GPNLD	12/30/91	12/29/94	1
1	3472 CFK58			3GPNLF	12/30/91	12/29/94	1
1	3472 CFK33			3GPNLG	12/30/91	12/29/94	1
1	3472 CFK53			3GPNLH	12/30/91	12/29/94	1
1	3472 CFK60			3GPNLJ	12/30/91	12/29/94	1
1	3472 CFH92			3GPNLK	12/30/91	12/29/94	1
1	3472 CFK59			3GPNLL	12/30/91	12/29/94	1
1	3472 CFK57			3GPNLM	12/30/91	12/29/94	1
1	3472 CFK46			3GPNLN	12/30/91	12/29/94	1
1	3472 CFK23			3GPNLP	12/30/91	12/29/94	1
1	3472 CFK47			3GPNLQ	12/30/91	12/29/94	1
1	3472 CFK55			3GPNLR	12/30/91	12/29/94	1
1	3472 CFK54			3GPNLS	12/30/91	12/29/94	1
1	3472 CFK48			3GPNLT	12/30/91	12/29/94	1
1	3472 CFH80			3GPNLV	12/30/91	12/29/94	1
1	3472 CFH81			3GPNLW	12/30/91	12/29/94	1
1	3472 CFH77			3GPNLX	12/30/91	12/29/94	1
1	3472 CFK31			3GPNLY	12/30/91	12/29/94	1
1	3472 CFH75			3GPNLZ	12/30/91	12/29/94	1
1	3472 CFH73			3GPNMB	12/30/91	12/29/94	1
1	3472 CFH85						

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

CW2B1567 IS3 270013 12/27/91 FROM=BDS EMPL=567289

12/31/91

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 CFH83			3GPNMC	12/30/91	12/29/94	1
1	3472 CFH78			3GPNMD	12/30/91	12/29/94	1
1	3472 CFH71			3GPNMF	12/30/91	12/29/94	1
1	3472 CFH74			3GPNMG	12/30/91	12/29/94	1
1	3472 CFH72			3GPNMH	12/30/91	12/29/94	1
1	3472 CFH76			3GPNMJ	12/30/91	12/29/94	1
1	3472 CFH76			3GPNMK	12/30/91	12/29/94	1
1	3472 CFH79			3GPNML	12/30/91	12/29/94	1
1	3472 CFX97			3GPNMM	12/30/91	12/29/94	1
1	3472 CFH82			3GPNMN	12/30/91	12/29/94	1
1	3472 CGF51			3GPNMP	12/30/91	12/29/94	1
1	3472 CFH84			3GPNMQ	12/30/91	12/29/94	1
1	3472 CFH70			3GPNMR	12/30/91	12/29/94	1
1	3472 CGF87			3GPNMS	12/30/91	12/29/94	1
1	3472 CGF84			3GPNMT	12/30/91	12/29/94	1
1	3472 CGF86			3GPNMV	12/30/91	12/29/94	1
1	3472 CGF63			3GPNMW	12/30/91	12/29/94	1
1	3472 CGF62			3GPNMX	12/30/91	12/29/94	1
1	3472 CGF64			3GPNMY	12/30/91	12/29/94	1
1	3472 CGF59			3GPNMZ	12/30/91	12/29/94	1
1	3472 CGF61			3GPNNB	12/30/91	12/29/94	1
1	3472 CGF65			3GPNNC	12/30/91	12/29/94	1
1	3472 CGF66			3GPNND	12/30/91	12/29/94	1
1	3472 CGF57			3GPNNE	12/30/91	12/29/94	1
1	3472 CGF54			3GPNNG	12/30/91	12/29/94	1
1	3472 CGF89						
1	3472 CGF52			3GPNNH	12/30/91	12/29/94	1
1	3472 CGF96			3GPNNJ	12/30/91	12/29/94	1
1	3472 CGF53			3GPNNK	12/30/91	12/29/94	1

TYPE OF TRANSACTION

- MACHINE
- SPECIAL-FEATURE ADDITION
- MODEL-CONVERSION UPGRADE
- SPECIAL-FEATURE REMOVAL
- MODEL-CONVERSION DOWNGRADE
- SPECIFY-FEATURE ADDITION
- SPECIFY-FEATURE REMOVAL

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

12/31/91

12/31/91

CW2B1567 IS3 270014 12/27/91 FROM=BDS

EMPL=567289

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ATTACHMENT A

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IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009247

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 CFX96			3GPNNL	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
 2. SPECIAL-FEATURE ADDITION
 3. MODEL-CONVERSION UPGRADE
 4. SPECIAL-FEATURE REMOVAL
 5. MODEL-CONVERSION DOWNGRADE
- SPECIFY-FEATURE ADDITION
SPECIFY-FEATURE REMOVAL

INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

Handwritten:
12/31/91

CW2B1567 IS3 270015 12/27/91 FROM=BDS EMPL=567289

IBM INSTALLATION ADVICE BRANCH OFFICE JND

ATTACH 1-
CUSTOMER NUMBER 2009247

CUSTOMER NAME AND ADDRESS

COMDISCO INC
6111 N RIVER RD
ROSEMONT IL 60018

INSTALLED AT ADDRESS
COMDISCO INC
MERCANTILE SAFE DEPOSIT &
TRUST CO
BANKING DIV
742 OLD HAMMONDS
FERRY RD
LINTHICUM HTS MD 21090

IN ACCORDANCE WITH YOUR AGREEMENT FOR PURCHASE OF IBM MACHINES, THE DATE OF INSTALLATION FOR THE FOLLOWING MACHINES, FEATURES, AND/OR MODEL CONVERSIONS PURCHASED THEREUNDER, FOR ALL PURPOSES OF THE AGREEMENT, IS SHOWN BELOW.

THE WARRANTY EXPIRATION DATE IS ALSO SHOWN FOR MACHINES, SPECIAL-FEATURE ADDITIONS, AND MODEL-CONVERSION UPGRADES SHIPPED DIRECTLY FROM IBM. IF YOU HAVE NOT PREVIOUSLY ORDERED IBM MAINTENANCE AGREEMENT SERVICE FOR A MACHINE TO COMMENCE IMMEDIATELY FOLLOWING ITS WARRANTY PERIOD AND WISH TO DO SO, PLEASE NOTIFY IBM PRIOR TO THE MACHINE'S WARRANTY EXPIRATION DATE. ALL REQUIRED CONTRACTS, AGREEMENTS, AND PREREQUISITES MUST BE COMPLETED AND ACCEPTED BY IBM PRIOR TO COMMENCING THE MAINTENANCE COVERAGE.

PRODUCTION STATUS CODE 1 AND PRODUCTION STATUS CODE 2 AS SET FORTH BELOW APPLY TO MACHINES AND ARE DESCRIBED IN THE SUPPLEMENT TO AGREEMENT FOR PURCHASE OF IBM MACHINES.

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 CFX60			3GPNQR	12/30/91	12/29/94	1
1	3472 CGF83			3GPNQS	12/30/91	12/29/94	1
1	3472 CFX70			3GPNQT	12/30/91	12/29/94	1
1	3472 CFX90			3GPNQV	12/30/91	12/29/94	1
1	3472 CFX89			3GPNQW	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

CW2B1567 IS3 270016 12/27/91 FROM=BDS EMPL=567289

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IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009247

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 CFX91			3GPNQX	12/30/91	12/29/94	1
1	3472 CFX92			3GPNQY	12/30/91	12/29/94	1
1	3472 CFX88			3GPNQZ	12/30/91	12/29/94	1
1	3472 CGF99			3GPNRB	12/30/91	12/29/94	1
1	3472 CGF98			3GPNRC	12/30/91	12/29/94	1
1	3472 CGF97			3GPNRD	12/30/91	12/29/94	1
1	3472 CGF92			3GPNRF	12/30/91	12/29/94	1
1	3472 CGF91			3GPNRG	12/30/91	12/29/94	1
1	3472 CGF90			3GPNRH	12/30/91	12/29/94	1
1	3472 CFX93			3GPNRJ	12/30/91	12/29/94	1
1	3472 CGG01			3GPNRK	12/30/91	12/29/94	1
1	3472 CGF93			3GPNRL	12/30/91	12/29/94	1
1	3472 CGG00			3GPNRM	12/30/91	12/29/94	1
1	3472 CFX98			3GPNRN	12/30/91	12/29/94	1
1	3472 CGF88			3GPNRP	12/30/91	12/29/94	1
1	3472 CFY03			3GPNRQ	12/30/91	12/29/94	1
1	3472 CGF60			3GPNRR	12/30/91	12/29/94	1
1	3472 CGF58			3GPNRS	12/30/91	12/29/94	1
1	3472 CGF56			3GPNRT	12/30/91	12/29/94	1
1	3472 CGF55			3GPNRV	12/30/91	12/29/94	1
1	3472 CFY01			3GPNRW	12/30/91	12/29/94	1
1	3472 CFY00			3GPNRX	12/30/91	12/29/94	1
1	3472 CFH96			3GPNRY	12/30/91	12/29/94	1
1	3472 CFH98			3GPNRZ	12/30/91	12/29/94	1
1	3472 CFH90			3GPNSB	12/30/91	12/29/94	1
1	3472 CFH93			3GPNSC	12/30/91	12/29/94	1
1	3472 CFH87			3GPNSD	12/30/91	12/29/94	1
1	3472 CFH91			3GPNSF	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

CW2B1567 IS3 270017 12/27/91 FROM=BDS EMPL=567289

IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 8009247

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 CFK05			3GPNSG	12/30/91	12/29/94	1
1	3472 CFH89			3GPNSH	12/30/91	12/29/94	1
1	3472 CFK00			3GPNSJ	12/30/91	12/29/94	1
1	3472 CFH95			3GPNSK	12/30/91	12/29/94	1
1	3472 CFH99			3GPNSL	12/30/91	12/29/94	1
1	3472 CFK01			3GPNSM	12/30/91	12/29/94	1
1	3472 CFK06			3GPNSN	12/30/91	12/29/94	1
1	3472 CFK03			3GPNSP	12/30/91	12/29/94	1
1	3472 CFK02			3GPNSQ	12/30/91	12/29/94	1
1	3472 CFH86			3GPNSR	12/30/91	12/29/94	1
1	3472 CGG83			3GPNSS	12/30/91	12/29/94	1
1	3472 CGG75			3GPNST	12/30/91	12/29/94	1
1	3472 CGG71			3GPNSV	12/30/91	12/29/94	1
1	3472 CGG87			3GPNSW	12/30/91	12/29/94	1
1	3472 CGG86			3GPNSX	12/30/91	12/29/94	1
1	3472 CGG80			3GPNSY	12/30/91	12/29/94	1
1	3472 CGG76			3GPNSZ	12/30/91	12/29/94	1
1	3472 CGG69			3GPNTB	12/30/91	12/29/94	1
1	3472 CGG68			3GPNTC	12/30/91	12/29/94	1
1	3472 CGG66			3GPNTD	12/30/91	12/29/94	1
1	3472 CGG85			3GPNTF	12/30/91	12/29/94	1
1	3472 CGG84			3GPNTG	12/30/91	12/29/94	1
1	3472 CGG73			3GPNTH	12/30/91	12/29/94	1
1	3472 CGG78			3GPNTJ	12/30/91	12/29/94	1
1	3472 CGG77			3GPNTK	12/30/91	12/29/94	1
1	3472 CGG79			3GPNTL	12/30/91	12/29/94	1
1	3472 CFY58			3GPNTM	12/30/91	12/29/94	1
1	3472 CFX99			3GPNTN	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

12/31/91

IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009247

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 CFW95			3GPNTQ	12/30/91	12/29/94	1
1	3472 CFW79			3GPNTQ	12/30/91	12/29/94	1
1	3472 DCL19			3GPNTR	12/30/91	12/29/94	1
1	3472 DCL25			3GPNTS	12/30/91	12/29/94	1
1	3472 DCL28			3GPNTT	12/30/91	12/29/94	1
1	3472 DCL01			3GPNTV	12/30/91	12/29/94	1
1	3472 DCL27			3GPNTW	12/30/91	12/29/94	1
1	3472 DCL22			3GPNTX	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

Billings
12/31/91

IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009247
CUSTOMER NAME AND ADDRESS INSTALLED AT ADDRESS

COMDISCO INC
6111 N RIVER RD
ROSEMONT IL 60018

MERCANTILE SAFE DEPOSIT &
TRUST CO
BANKING DIV
742 OLD HAMMONDS
FERRY RD
LINTHICUM HTS MD 21090

IN ACCORDANCE WITH YOUR AGREEMENT FOR PURCHASE OF IBM MACHINES, THE DATE OF INSTALLATION FOR THE FOLLOWING MACHINES, FEATURES, AND/OR MODEL CONVERSIONS PURCHASED THEREUNDER, FOR ALL PURPOSES OF THE AGREEMENT, IS SHOWN BELOW.

THE WARRANTY EXPIRATION DATE IS ALSO SHOWN FOR MACHINES, SPECIAL-FEATURE ADDITIONS, AND MODEL-CONVERSION UPGRADES SHIPPED DIRECTLY FROM IBM. IF YOU HAVE NOT PREVIOUSLY ORDERED IBM MAINTENANCE AGREEMENT SERVICE FOR A MACHINE TO COMMENCE IMMEDIATELY FOLLOWING ITS WARRANTY PERIOD AND WISH TO DO SO, PLEASE NOTIFY IBM PRIOR TO THE MACHINE'S WARRANTY EXPIRATION DATE. ALL REQUIRED CONTRACTS, AGREEMENTS, AND PREREQUISITES MUST BE COMPLETED AND ACCEPTED BY IBM PRIOR TO COMMENCING THE MAINTENANCE COVERAGE. PRODUCTION STATUS CODE 1 AND PRODUCTION STATUS CODE 2 AS SET FORTH BELOW APPLY TO MACHINES AND ARE DESCRIBED IN THE SUPPLEMENT TO AGREEMENT FOR PURCHASE OF IBM MACHINES.

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 DCL24			3GPNTY	12/30/91	12/29/94	1
1	3472 DCL13			3GPNTZ	12/30/91	12/29/94	1
1	3472 DCL12			3GPNVB	12/30/91	12/29/94	1
1	3472 DCL21			3GPNVC	12/30/91	12/29/94	1
1	3472 DCL23			3GPNVD	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

12/31/91

W2B1567 IS3 270020 12/27/91 FROM=BDS EMPL=567289

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IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009247

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 DCL20			3GPNVF	12/30/91	12/29/94	1
1	3472 DCL18			3GPNVG	12/30/91	12/29/94	1
1	3472 DCL16			3GPNVH	12/30/91	12/29/94	1
1	3472 DCL06			3GPNVJ	12/30/91	12/29/94	1
1	3472 DCL14			3GPNVK	12/30/91	12/29/94	1
1	3472 DBC46			3GPNVL	12/30/91	12/29/94	1
1	3472 DBC44			3GPNVM	12/30/91	12/29/94	1
1	3472 DBC45			3GPNVN	12/30/91	12/29/94	1
1	3472 DBC47			3GPNVP	12/30/91	12/29/94	1
1	3472 DBC43			3GPNVQ	12/30/91	12/29/94	1
1	3472 DBC37			3GPNVR	12/30/91	12/29/94	1
1	3472 DBC35			3GPNVS	12/30/91	12/29/94	1
1	3472 DBC10			3GPNVT	12/30/91	12/29/94	1
1	3472 DBC34			3GPNVV	12/30/91	12/29/94	1
1	3472 DBC39			3GPNVW	12/30/91	12/29/94	1
1	3472 DBC38			3GPNVX	12/30/91	12/29/94	1
1	3472 DBC32			3GPNVY	12/30/91	12/29/94	1
1	3472 DBC42			3GPNVZ	12/30/91	12/29/94	1
1	3472 DBC40			3GPNWB	12/30/91	12/29/94	1
1	3472 DBC41			3GPNWC	12/30/91	12/29/94	1
1	3472 DBC36			3GPNWD	12/30/91	12/29/94	1
1	3472 CFY73			3GPNWF	12/30/91	12/29/94	1
1	3472 CFY70			3GPNWG	12/30/91	12/29/94	1
1	3472 ACN44			3GPNWH	12/30/91	12/29/94	1
1	3472 ACN43			3GPNWJ	12/30/91	12/29/94	1
1	3472 DBC74			3GPNWK	12/30/91	12/29/94	1
1	3472 DBC70			3GPNWL	12/30/91	12/29/94	1
1	3472 DBC72			3GPNWM	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

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12/31/91

CW2B1567 IS3 270021 12/27/91 FROM=BDS EMPL=567289

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IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009247

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 DCK73			3GPNWN	12/30/91	12/29/94	1
1	3472 DCK88			3GPNWP	12/30/91	12/29/94	1
1	3472 DCK58			3GPNWQ	12/30/91	12/29/94	1
1	3472 DCK52			3GPNWR	12/30/91	12/29/94	1
1	3472 DCK56			3GPNWS	12/30/91	12/29/94	1
1	3472 DCK53			3GPNWT	12/30/91	12/29/94	1
1	3472 CFY90			3GPNWV	12/30/91	12/29/94	1
1	3472 DCK61			3GPNWW	12/30/91	12/29/94	1
1	3472 DCK57			3GPNWX	12/30/91	12/29/94	1
1	3472 DCK67			3GPNWY	12/30/91	12/29/94	1
1	3472 DCK81			3GPNWZ	12/30/91	12/29/94	1
1	3472 DCK83			3GPNXB	12/30/91	12/29/94	1
1	3472 DCK62			3GPNXC	12/30/91	12/29/94	1
1	3472 DCK60			3GPNXD	12/30/91	12/29/94	1
1	3472 DCK50			3GPNXF	12/30/91	12/29/94	1
1	3472 CFY67			3GPNXG	12/30/91	12/29/94	1
1	3472 CFY69			3GPNXH	12/30/91	12/29/94	1
1	3472 CFK83			3GPNXJ	12/30/91	12/29/94	1
1	3472 CKT22			3GPNXK	12/30/91	12/29/94	1
1	3472 ZA554			3GPNXL	12/30/91	12/29/94	1
1	3472 ZA550			3GPNXM	12/30/91	12/29/94	1
1	3472 ZA553			3GPNXN	12/30/91	12/29/94	1
1	3472 DCK84			3GPNXP	12/30/91	12/29/94	1
1	3472 ZK955			3GPNXQ	12/30/91	12/29/94	1
1	3472 ZA555			3GPNXR	12/30/91	12/29/94	1
1	3472 ZA552			3GPNXS	12/30/91	12/29/94	1
1	3472 CKZ37			3GPNXT	12/30/91	12/29/94	1
1	3472 CKT14			3GPNXV	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

*Added to
12/31/91*

CW2B1567 IS3 270022 12/27/91 FROM=BDS

EMPL=567289

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IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009267

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 CKZ36			3GPNXW	12/30/91	12/29/94	1
1	3472 CKZ33			3GPNXX	12/30/91	12/29/94	1
1	3472 CKZ34			3GPNXY	12/30/91	12/29/94	1
1	3472 CKZ40			3GPNXZ	12/30/91	12/29/94	1
1	3472 CKZ29			3GPNYB	12/30/91	12/29/94	1
1	3472 CKZ32			3GPNYC	12/30/91	12/29/94	1
1	3472 CKZ31			3GPNYD	12/30/91	12/29/94	1
1	3472 DCK87			3GPNYF	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

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IBM INSTALLATION ADVICE BRANCH OFFICE JND

CUSTOMER NUMBE.. 2009247

CUSTOMER NAME AND ADDRESS

COMDISCO INC
6111 N RIVER RD
ROSEMONT IL 60018

INSTALLED AT ADDRESS
COMDISCO INC
MERCANTILE SAFE DEPOSIT &
TRUST CO
BANKING DIV
742 OLD HAMMONDS
FERRY RD
LINTHICUM HTS MD 21090

IN ACCORDANCE WITH YOUR AGREEMENT FOR PURCHASE OF IBM MACHINES, THE DATE OF INSTALLATION FOR THE FOLLOWING MACHINES, FEATURES, AND/OR MODEL CONVERSIONS PURCHASED THEREUNDER, FOR ALL PURPOSES OF THE AGREEMENT, IS SHOWN BELOW.

THE WARRANTY EXPIRATION DATE IS ALSO SHOWN FOR MACHINES, SPECIAL-FEATURE ADDITIONS, AND MODEL-CONVERSION UPGRADES SHIPPED DIRECTLY FROM IBM. IF YOU HAVE NOT PREVIOUSLY ORDERED IBM MAINTENANCE AGREEMENT SERVICE FOR A MACHINE TO COMMENCE IMMEDIATELY FOLLOWING ITS WARRANTY PERIOD AND WISH TO DO SO, PLEASE NOTIFY IBM PRIOR TO THE MACHINE'S WARRANTY EXPIRATION DATE. ALL REQUIRED CONTRACTS, AGREEMENTS, AND PREREQUISITES MUST BE COMPLETED AND ACCEPTED BY IBM PRIOR TO COMMENCING THE MAINTENANCE COVERAGE.

PRODUCTION STATUS CODE 1 AND PRODUCTION STATUS CODE 2 AS SET FORTH BELOW APPLY TO MACHINES AND ARE DESCRIBED IN THE SUPPLEMENT TO AGREEMENT FOR PURCHASE OF IBM MACHINES.

TYPE OF	MACHINE	FEATURE	MODEL	PLANT	DATE	DATE	MACH
TRAN	TYPE/SERIAL	QTY/NO.	CONVERSION	ORDER	OF	WARRANTY	PROD
			FROM-TO	NUMBER	INSTALL/DISC	EXPIRES	STAT
							CODE
1	3472 DCK76			3GPNYG	12/30/91	12/29/94	1
1	3472 DCK64			3GPNYH	12/30/91	12/29/94	1
1	3472 DCK80			3GPNYJ	12/30/91	12/29/94	1
1	3472 DCK63			3GPNYK	12/30/91	12/29/94	1
1	3472 DCK74			3GPNYL	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

Handwritten: 1471/91

CW2B1567 IS3 270024 12/27/91 FROM=BDS EMPL=567289

ATTACHMENT A

PAGE 02

IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009247

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 DCK55			3GPNYM	12/30/91	12/29/94	1
1	3472 DCK59			3GPNYN	12/30/91	12/29/94	1
1	3472 CFY86			3GPNYP	12/30/91	12/29/94	1
1	3472 CFY88			3GPNYQ	12/30/91	12/29/94	1
1	3472 CFY75			3GPNYR	12/30/91	12/29/94	1
1	3472 CFY87			3GPNYS	12/30/91	12/29/94	1
1	3472 CFY83			3GPNYT	12/30/91	12/29/94	1
1	3472 CFY78			3GPNYV	12/30/91	12/29/94	1
1	3472 DCK51			3GPNYW	12/30/91	12/29/94	1
1	3472 CFY89			3GPNYX	12/30/91	12/29/94	1
1	3472 CFY79			3GPNYY	12/30/91	12/29/94	1
1	3472 CFY93			3GPNYZ	12/30/91	12/29/94	1
1	3472 CFY72			3GPNZB	12/30/91	12/29/94	1
1	3472 CFY92			3GPNZC	12/30/91	12/29/94	1
1	3472 CFY94			3GPNZD	12/30/91	12/29/94	1
1	3472 CFY81			3GPNZF	12/30/91	12/29/94	1
1	3472 CFY76			3GPNZG	12/30/91	12/29/94	1
1	3472 DCK54			3GPNZH	12/30/91	12/29/94	1
1	3472 CFY91			3GPNZJ	12/30/91	12/29/94	1
1	3472 DBB93			3GPNZK	12/30/91	12/29/94	1
1	3472 DBB90			3GPNZL	12/30/91	12/29/94	1
1	3472 DBB88			3GPNZM	12/30/91	12/29/94	1
1	3472 DBB94			3GPNZN	12/30/91	12/29/94	1
1	3472 DBB80			3GPNZP	12/30/91	12/29/94	1
1	3472 DBB81			3GPNZQ	12/30/91	12/29/94	1
1	3472 DBB82			3GPNZR	12/30/91	12/29/94	1
1	3472 DBB84			3GPNZS	12/30/91	12/29/94	1
1	3472 DBB85			3GPNZT	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

File
12/31/91

IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009247

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 DBB87			3GPNZV	12/30/91	12/29/94	1
1	3472 DBB78			3GPNZW	12/30/91	12/29/94	1
1	3472 DBB79			3GPNZX	12/30/91	12/29/94	1
1	3472 DBC50			3GPNZY	12/30/91	12/29/94	1
1	3472 DBC01			3GPNZZ	12/30/91	12/29/94	1
1	3472 DBC83			3GPPBB	12/30/91	12/29/94	1
1	3472 DBB91			3GPPBC	12/30/91	12/29/94	1
1	3472 DBB99			3GPPBD	12/30/91	12/29/94	1
1	3472 DBC87			3GPPBF	12/30/91	12/29/94	1
1	3472 DBC88			3GPPBG	12/30/91	12/29/94	1
1	3472 DBC89			3GPPBH	12/30/91	12/29/94	1
1	3472 DBB96			3GPPBJ	12/30/91	12/29/94	1
1	3472 DBB97			3GPPBK	12/30/91	12/29/94	1
1	3472 DBC91			3GPPBL	12/30/91	12/29/94	1
1	3472 DBC84			3GPPBM	12/30/91	12/29/94	1
1	3472 DBC62			3GPPBN	12/30/91	12/29/94	1
1	3472 DBC85			3GPPBP	12/30/91	12/29/94	1
1	3472 DBC90			3GPPBQ	12/30/91	12/29/94	1
1	3472 DBC94			3GPPBR	12/30/91	12/29/94	1
1	3472 DBC92			3GPPBS	12/30/91	12/29/94	1
1	3472 DBC93			3GPPBT	12/30/91	12/29/94	1
1	3472 DBC53			3GPPBV	12/30/91	12/29/94	1
1	3472 DBC86			3GPPBW	12/30/91	12/29/94	1
1	3472 CFK78			3GPPBX	12/30/91	12/29/94	1
1	3472 CFK69			3GPPBY	12/30/91	12/29/94	1
1	3472 CFK77			3GPPBZ	12/30/91	12/29/94	1
1	3472 DBC66			3GPPCB	12/30/91	12/29/94	1
1	3472 CFK87			3GPPCC	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

*Added
12/31/91*

CW2B1567 IS3 270026 12/27/91 FROM=BDS EMPL=567289

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IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009247

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 CFK93			3GPPCD	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

*File 4
12/31/91*

IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009247

CUSTOMER NAME AND ADDRESS

COMDISCO INC
6111 N RIVER RD
ROSEMONT IL 60018

INSTALLED AT ADDRESS

COMDISCO INC
MERCANTILE SAFE DEPOSIT &
TRUST CO
BANKING DIV
742 OLD HAMMONDS
FERRY RD
LINTHICUM HTS MD 21090

IN ACCORDANCE WITH YOUR AGREEMENT FOR PURCHASE OF IBM MACHINES, THE DATE OF INSTALLATION FOR THE FOLLOWING MACHINES, FEATURES, AND/OR MODEL CONVERSIONS PURCHASED THEREUNDER, FOR ALL PURPOSES OF THE AGREEMENT, IS SHOWN BELOW.

THE WARRANTY EXPIRATION DATE IS ALSO SHOWN FOR MACHINES, SPECIAL-FEATURE ADDITIONS, AND MODEL-CONVERSION UPGRADES SHIPPED DIRECTLY FROM IBM. IF YOU HAVE NOT PREVIOUSLY ORDERED IBM MAINTENANCE AGREEMENT SERVICE FOR A MACHINE TO COMMENCE IMMEDIATELY FOLLOWING ITS WARRANTY PERIOD AND WISH TO DO SO, PLEASE NOTIFY IBM PRIOR TO THE MACHINE'S WARRANTY EXPIRATION DATE. ALL REQUIRED CONTRACTS, AGREEMENTS, AND PREREQUISITES MUST BE COMPLETED AND ACCEPTED BY IBM PRIOR TO COMMENCING THE MAINTENANCE COVERAGE.

PRODUCTION STATUS CODE 1 AND PRODUCTION STATUS CODE 2 AS SET FORTH BELOW APPLY TO MACHINES AND ARE DESCRIBED IN THE SUPPLEMENT TO AGREEMENT FOR PURCHASE OF IBM MACHINES.

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	PROD STAT CODE
							MACH
1	3472 CFK79			3GPPHK	12/30/91	12/29/94	1
1	3472 CFK85			3GPPHL	12/30/91	12/29/94	1
1	3472 DBC82			3GPPHM	12/30/91	12/29/94	1
1	3472 CFK90			3GPPHN	12/30/91	12/29/94	1
1	3472 CFK92			3GPPHP	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

12/31/91

IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009247

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 DBC80			3GPPHQ	12/30/91	12/29/94	1
1	3472 DBC81			3GPPHR	12/30/91	12/29/94	1
1	3472 DBC78			3GPPHS	12/30/91	12/29/94	1
1	3472 DBC76			3GPPHT	12/30/91	12/29/94	1
1	3472 DBC79			3GPPHV	12/30/91	12/29/94	1
1	3472 DBC73			3GPPHW	12/30/91	12/29/94	1
1	3472 DBC71			3GPPHX	12/30/91	12/29/94	1
1	3472 DBC69			3GPPHY	12/30/91	12/29/94	1
1	3472 DBC77			3GPPHZ	12/30/91	12/29/94	1
1	3472 DBC75			3GPPJB	12/30/91	12/29/94	1
1	3472 DCK93			3GPPJC	12/30/91	12/29/94	1
1	3472 DCK92			3GPPJD	12/30/91	12/29/94	1
1	3472 DCK89			3GPPJF	12/30/91	12/29/94	1
1	3472 AGC20			3GPPJG	12/30/91	12/29/94	1
1	3472 CFY80			3GPPJH	12/30/91	12/29/94	1
1	3472 CFY62			3GPPJJ	12/30/91	12/29/94	1
1	3472 CFY68			3GPPJK	12/30/91	12/29/94	1
1	3472 CFY65			3GPPJL	12/30/91	12/29/94	1
1	3472 CFY74			3GPPJM	12/30/91	12/29/94	1
1	3472 CFY61			3GPPJN	12/30/91	12/29/94	1
1	3472 CFY38			3GPPJP	12/30/91	12/29/94	1
1	3472 CFY63			3GPPJQ	12/30/91	12/29/94	1
1	3472 CFY66			3GPPJR	12/30/91	12/29/94	1
1	3472 CFY64			3GPPJS	12/30/91	12/29/94	1
1	3472 CFY31			3GPPJT	12/30/91	12/29/94	1
1	3472 CFY71			3GPPJV	12/30/91	12/29/94	1
1	3472 CFK98			3GPPJW	12/30/91	12/29/94	1
1	3472 CFK86			3GPPJX	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

*Added
12/31/91*

W2B1567 IS3 270029 12/27/91 FROM=BDS

BOOK 579 PAGE 73
EMPL=567289

PAGE 03

IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009247

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 CFK81			3GPPJY	12/30/91	12/29/94	1
1	3472 CFK82			3GPPJZ	12/30/91	12/29/94	1
1	3472 DBC68			3GPPKB	12/30/91	12/29/94	1
1	3472 DCK94			3GPPKC	12/30/91	12/29/94	1
1	3472 DCK95			3GPPKD	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

Revised 12/31/91

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Roger W. Pastrana, Inc.Address 774 Harness Creek View Drive Annapolis, Md. 21403

2. SECURED PARTY

Name Bobcat of Baltimore, Inc.Address 1415 Bush StreetBaltimore, Maryland 21230

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- (1) Melroe Backhoe Model 709
S/N 270000656
- (1) 24" Bucket
- (1) Mounting Kit

Name and address of Assignee

CLARK CREDIT CORPORATION
500 CIRCLE DRIVE
BUCHANAN, MI 49107-1395

POSTAGE

11.00

.50

#342820 0263 R01 T14:43

03/31/92

CHECK ☒ THE LINES WHICH APPLY

MARY H. ROSE

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on AN CO. CREDIT COURT (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☐ (Proceeds of collateral are also covered)
- ☐ (Products of collateral are also covered)

Roger W. Pastrana, Inc. Pres.
(Signature of Debtor)

Roger W. Pastrana, Inc. Pres.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bobcat of Baltimore, Inc.

Donald Chatman
(Signature of Secured Party)

Don Chatman, President
Type or Print Above Signature on Above Line

286014

MARYLAND - UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐This financing statement Dated 28 Mar. 92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Kenneth B. Tayman S.S.# 216-48-7947Address HQ. First Army Office of DCSIM Ft. Meade, Md. 20755

2. SECURED PARTY

Name John Deere CompanyAddress P.O. Box 65090 West Des Moines, IA. 50265

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 01 Apr. 95

4. This financing statement covers the following types (or items) of property: (list)

1 New JD F915 Front Mower	MOF915X010400
1 New JD 60" Front Mower Deck	M05012X100191

RECORD FEE 11.00

POSTAGE .50

#342730 0263 R01 T14:35

03/31/92

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) MARY H. ROSE

AA CO. CIRCUIT COURT

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)Kenneth B. Tayman
(Signature of Debtor)Kenneth B. Tayman
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

F. Thomas Whitcraft
(Signature of Secured Party)F. Thomas Whitcraft
Type or Print Above Signature on Above Line11-2
5

STATE OF FLORIDA **STATEMENT OF CHANGE** UNIFORM COMMERCIAL CODE — Form UCC-3, REV. 1988
THIS FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

Information in Items 1 and 2 must agree exactly with the original filing information or as previously amended.

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number and Filing Office

DEBTOR (Last Name First if a Person)
NAME Sigafoose, James M

BOOK 579 PAGE 76

1A MAILING ADDRESS 2901 Polaski Hwy
CITY Edgewood STATE MD 21040
MULTIPLE DEBTOR (If Any) (Last Name First if a Person)
NAME

1B MAILING ADDRESS
CITY STATE
MULTIPLE DEBTOR (If Any) (Last Name First if a Person)
NAME

1C MAILING ADDRESS
CITY STATE
SECURED PARTY (Last Name First if a Person)
NAME Sun Bank/Sarasota Co., N.A.

2A MAILING ADDRESS P.O. Box 1438
CITY Sarasota STATE FL 34230
MULTIPLE SECURED PARTY (If Any) (Last Name First if a Person)
NAME

2B MAILING ADDRESS
CITY STATE

UPDATE

AUDIT

VALIDATION INFORMATION

3 This statement refers to original Financing Statement bearing File Number 276972 Book 540 Pg 129 and filed with
Anne Arundel County The original was filed on April 15, 1989

- 4 ☐ Continuation. The original financing statement between the foregoing Debtor(s) and Secured Party(ies) bearing file number shown above, is still effective.
- 5 ☒ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 6 ☐ Partial Assignment. Some of Secured party's rights under the Financing Statement have been assigned to the assignee whose name and address are set forth in Item 11.
- 7 ☐ Full Assignment. A description of the collateral subject to the assignment is also set forth in Item 11.
- 8 ☐ Amendment. All of Secured Party's rights under the Financing Statement have been assigned to the assignee whose name and address are set forth in Item 11. Signature of Debtor(s) required at Item 14, pursuant to Section 679.402(4), Florida Statutes.
- 9 ☐ Release. Financing Statement bearing file number shown above is amended as set forth in Item 11. Signature of Debtor(s) required at Item 14, pursuant to Section 679.402(4), Florida Statutes.
- 10 ☐ Check if true. Secured party releases only the collateral described in Item 11 from the financing statement bearing file number shown above.
- All documentary stamp taxes due and payable or to become due and payable pursuant to Chapter 201.22, F.S. have been paid.

11 If more space is required, attach additional sheets 8 1/2 x 11.

13 Return Copy to:

NAME Sun Bank/Sarasota Co., N.A.
ADDRESS Consumer Lending Department
P.O. Box 1438
CITY Sarasota
STATE FL ZIP CODE 34230

12 No. of Additional
Sheets presented:

14 SIGNATURE(S) OF DEBTOR(S) — Necessary Only
For Amendment. See Item B.

15 SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE
Sun Bank/Sarasota Co., N.A.

By: Roger L Williams

Approved By Secretary of State,
State of Florida

STANDARD FORM UCC-3

© Copyright 1985, Great Lakes Business Forms, Inc. Form 1726 (9004) FF308FL

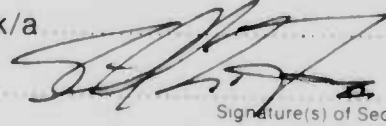
1 FILING OFFICER COPY

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and address(es)	2 Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
Sabo, James S. Sabo, Barbara A. 894 Van Dusen Court Great Falls, VA 22066	Society for Savings 1290 Silas Deane Highway Wethersfield, Ct. 06109	RECORD FEE 10.00 POSTAGE 86 .50 #93271-0263-R01 702143 04/01/92 MARY M. ROSE
This statement refers to original Financing Statement No. 506-62 Date Filed 12-11-		
A. Continuation <input type="checkbox"/>	B. Partial Release <input type="checkbox"/>	C. Assignment <input checked="" type="checkbox"/>
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following	The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number shown above in the following property

The boat as described in the original UCC-1 is assigned to:
Key Bank of Maine
286 Water street
Augusta, Maine 04330

AA CO. CIRCUIT COURT

#893271
Anne Arundel County, MD.
Dated 10/2/92
Filing Officer Copy: Alphabetical
M06000025 5/84
FORM U C C 3

Society for Savings
Key Bank of Maine POA
f/k/a
By  Underwriter
Signature(s) of Secured Party(ies)
Approved by Secretary of State, STATE OF MAINE

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and address(es)	2 Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
Jrirtt, Michael H. Orirtt, Carol S. 1605 Winchester Road Annapolis, MD 21401	Society for Savings 1290 Silas Deane Highway Wethersfield, Ct. 06109	
This statement refers to original Financing Statement No. 492-419		RECORD FEE 10.00

Date Filed 12-13-85		POSTAGE .50
A. Continuation <input type="checkbox"/>	B. Partial Release <input type="checkbox"/>	C. Assignment <input type="checkbox"/>
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following	The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number shown above in the following property
		D. Other <input type="checkbox"/> #7-3123 C263 R01 70843 04/01/92 MARY H. ROSE

The boat as described in the original UCC-1 is assigned to:
Key Bank of Maine
Marine Finance Division
286 Water Street
Augusta, Maine 04330

AA CO. CIRCUIT COURT

#973123

Anne A.Cty,MD

Dated 19

Filing Officer Copy-Alphabetical

M06000025 5/84

FORM U C C 3

Society for Savings
Key Bank of Maine POA

By f/k/a

Signature(s) of Secured Party(ies)

Approved by Secretary of State, STATE OF MAINE

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and address(es)	2 Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
Palmer, Jack C. 6735 Surreywood Lane Bathesda, MD 20817	Society for Savings 1290 Silas Deane Highway Wethersfield, Ct. 06109	RECORD FEE 10.00 POSTAGE .50
This statement refers to original Financing Statement No. 098706		Date Filed 8-21-85
A. Continuation <input type="checkbox"/>	B. Partial Release <input type="checkbox"/>	C. Assignment <input checked="" type="checkbox"/>
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following	The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number shown above in the following property
		D. Other: 04/01/82 MARY M. ROSE DA CO. CIRCUIT COURT

The boat as described in the original UCC-1 is assigned to:
Key Bank of Maine
Marine Finance Division
286 Water St.
Augusta, Maine 04330

#859454
Anne A. County

Society for Savings
Key Bank of Maine POA

f/k/a

Dated

19

By

Signature(s) of Secured Party(ies)

Filing Officer Copy - Alphabetical

FORM U C C 3

Approved by Secretary of State, STATE OF MAINE

MP0000025 5/84

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. DEBTOR(S) (Last Name First) and ADDRESS(ES)
CROFTON AUTOMOTIVE INC.
1047 RT 3 NORTH
GAMBRILLS MD 21054
521450307 AA

2. SECURED PARTY(IES) and ADDRESS(ES)
JOHN DEERE COMPANY
P. O. BOX 65090
WEST DES MOINES IA 50265

3. MATURITY DATE
 (If Any) **01MAR93**
 FOR FILING OFFICER (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. **271811**
BK 523 PG 423
 Filed with **ANNE ARUNDEL MD** Date Filed **01MAR88**

5. ☐ CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. ☒ TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ ASSIGNMENT - The Secured Party's rights under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. ☐ AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. ☐ RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

RECORD FEE 10.00
 POSTAGE .50
8744100 0263 R01 T10:34
04/01/92
MARY H. ROSE

10.

TO
CLERK OF CIRCUIT COURT
% UCC DIVISION
ANNE ARUNDEL COUNTY
ANNAPOLIS MD 21403

Number of Additional Sheets Presented **20MAR92**

JOHN DEERE COMPANY

By **/** (Signature of Debtor(s) (necessary only if item 8 is applicable))
 FILING OFFICER COPY - ALPHABETICAL

By **D. J. Walters** Director, Installment Finance For
 Signature(s) of Secured Party(ies)
 STANDARD FORM - FORM UCC-3

☐ JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY
☒ JOHN DEERE COMPANY

10-50

AWD5

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR(S) (LAST NAME FIRST) ADDRESS(ES)

Moore, Sr., Leonard E.
5215 Ed Prot Rd.
Lothian, MD 20711

2. SECURED PARTY(IES) AND ADDRESS(ES)

FORD MOTOR CREDIT COMPANY
10710 MIDLOTHIAN TURNPIKE
P.O. BOX 36387
RICHMOND, VA. 23235

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)

Liber 569 Folio 120

3. This statement refers to original Financing Statement No. 283938

Dated: June 25, 1991

11:04am

A. Continuation. ☐

The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release. ☐

From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment. ☐

The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:

D. Termination. ☒

The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

POSTAGE

10.00

.50

#343340 C263 R01 T08:45

04/01/92

MARY M. ROSE

4. This transaction is exempt from the Recording Tax.

AA CO. CIRCUIT COURT

Filed with:

A.A. Circuit Court - Mary M. Rose

Dated:

March 25, 1992

By:

Ford Motor Credit Co.
(NAME OF SECURED PARTY)
B. Dunbar - ClerkF M C C
JUN 65 7288-M (MARYLAND ONLY)

107

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

NEWPORT SCIENTIFIC, INC.
8246 E SANDY COURT
JESSUP, MD 20794-0189

2. Secured Party(ies) and address(es)

MACHINE TOOL FINANCE CORPORATION
1200 RT. 22, P.O. BOX 6857
BRIDGEWATER, NJ 08807

For Filing Officer (Date, Time and Filing Office)

BOOK 579 PAGE 82

RECORD FEE 10.00

POSTAGE .50

LEASE #2246

4. This statement refers to original Financing Statement bearing File No. 010140

Filed with ANNE ARUNDEL COUNTY
CIRCUIT COURT

Date Filed 8/3/87 19

5. ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. ☒ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. ☐ Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. ☐ Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

#343350 C263 R01 T08:45

04/01/92

MARY M. ROSE

AA CO. CIRCUIT COURT

10-2

No. of additional Sheets presented:

By:

Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

(1) Filing Officer Copy - Alphabetical

MACHINE TOOL FINANCE CORPORATION

By:

H. B. Buckle

Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code		No. of additional Sheets Presented	3. <input type="checkbox"/> The Debtor is a transmitting utility.
1. Debtor(s) (Last Name First) and Address(es): Hawley Fuel Trading Inc. Empire State Building Suite 8004 New York, NY 10118	2. Secured Party(ies) Name(s) and Address(es): Chemical Bank Legal Division 20 Pine Street New York City, NY 10005 1133	4. For Filing Officer: Date, Time, No. Filing Office. BOOK 573 PAGE 83	
5. This statement refers to original Financing Statement No. 234228 LIBER 429 page 90		filed (date) 9/8/80 with Anne Arundel County, MD	
6. <input checked="" type="checkbox"/> A Continuation The original Financing Statement bearing the above file number is still effective. <input type="checkbox"/> B Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number. <input type="checkbox"/> C Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following: <input type="checkbox"/> D Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below. <input type="checkbox"/> E Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party(ies) required)			
<div>RECORD FEE 10.00 POSTAGE .50 #143780 C263 R01 T09:50 04/01/92</div>			
<input type="checkbox"/> This statement is to be indexed in the Real Estate Records		Section	Block MARY M. ROSE
		AA CO. CIRCUIT COURT	
By _____ Signature(s) of Debtor(s) (only on amendment)		By <u>Elizabeth Edmunds</u> Signature(s) of Secured Party(ies)	
<div>(1) Filing Officer Copy-Numerical (5/82) STANDARD FORM - FORM UCC-3 — Approved by the Secretary of State of New York</div>			

STANDARD FORM - FORM UCC-3 - Approved by the Secretary of State of New York

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		No. of additional Sheets Presented:	3. <input type="checkbox"/> The Debtor is a transmitting utility.
1. Debtor(s) (Last Name First) and Address(es): Hawley Fuel Corporation Empire State Building Suite 8004 New York, NY 10118	2. Secured Party(ies) Name(s) and Address(es): Chemical Bank Legal Division 20 Pine Street New York City, NY 10005 1133	4. For Filing Officer: Date, Time, No. Filing Office: BOOK 579 PAGE 85	
5. This statement refers to original Financing Statement No. 234227 LIBER 429 Page 89		with Anne Arundel County, MD FILED FEB 10 1980 POSTAGE .50 #343010 C263 R01 T09:51 04/01/92	
6. <input checked="" type="checkbox"/> A. Continuation The original Financing Statement bearing the above file number is still effective. <input type="checkbox"/> B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number. <input type="checkbox"/> C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following: <input type="checkbox"/> D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below. <input type="checkbox"/> E. Amendment The Financing Statement bearing the above file number is amended as set forth below (Signature of Debtor and Secured Party is Required): MARY M. ROSE AA CO. CIRCUIT COURT			
<input type="checkbox"/> This statement is to be indexed in the Real Estate Records		Section _____ Block _____ Lot _____	
By _____ Signature(s) of Debtor(s) (only on amendment)		By Elizabeth Edmunds Signature(s) of Secured Party(ies)	
1) Filing Officer Copy-Numerical (5/82) STANDARD FORM - FORM UCC-3 — Approved by the Secretary of State of New York			

STANDARD FORM
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

INSTRUCTIONS:

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
4. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
6. At the time of original filing, filing officer should return third copy as an acknowledgement. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number and Filing Office)
S & S AUTOMOTIVE, INC. MARTIN SCHWARTZ DAVID SCHWARTZ BARBARA SCHWARTZ MARIE SCHWARTZ P. O. Box 346 Owings Mills, MD 21227-0346	PRECISION TUNE, INC. 1319 Shepard Drive P. O. Box 379 Sterling, VA 22170	

BOOK 579 PAGE 86

286015

- | | |
|--|---|
| 4. This financing statement covers the following types (or items) of property:

All assets and property, tangible or intangible, of Debtors, whether now owned or hereafter acquired, including without limitation, all goods, equipment, machines, fixtures, inventory, supplies, accounts, receivables, contract rights, general intangibles, and any proceeds thereof or income therefrom, located or used at the following stores:
(1) 6200 Baltimore National Pike, Baltimore, MD
(2) 8101 Loch Raven Blvd., Baltimore, MD
(3) 7233 Ritchie Hwy., Glen Burnie, MD
(4) 1992 West St., Annapolis, MD
(5) 10515-19 York Rd., Cockeysville, MD | 5. Assignee(s) of Secured Party and Addresses(es)

RECORD FEE 15.00
POSTAGE .50
#343360 E263 R01 100:47
04/01/92 |
|--|---|

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check x if so)

Filed with: MARY M. ROSE

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected:

AA CO. CIRCUIT COURT

Check x if covered: ☒ Proceeds of Collateral are also covered. ☒ Proceeds of Collateral are also covered. No. of additional Sheets presented: _____

MARTIN SCHWARTZ

DAVID SCHWARTZ

BARBARA SCHWARTZ

MARIE SCHWARTZ

S & S AUTOMOTIVE, INC.

PRECISION TUNE, INC.

By: _____
Signature(s) of Debtor(s)

Title

By: _____
Signature(s) of Secured Party(ies)

Title

V.P. and
General
Counsel

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

NOT SUBJECT TO RECORDATION TAX

STATE OF MARYLAND

BOOK 579 PAGE 87

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 277162

RECORDED IN LIBER 540 FOLIO 535 ON 5/3/89 (DATE)

Anne Arundel County

1. DEBTOR

Name McDonald and Sons, Inc.

Address 8009 E. Old Jessup Road, Jessup, Maryland 20794

2. SECURED PARTY

Name Circle Business Credit, Inc.

Address 110 S. Jefferson Plaza, Whippany, New Jersey 07981

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number above, the Secured Party releases the following:

RECORD FEE 10.00

PICTURE .50

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
(Indicate whether amendment, termination, etc.)

#347180 0263 R01 T00:48

04/01/92

Termination

MARY H. ROSE

AA CO. CIRCUIT COURT

Dated March 24, 1992

Circle Business Credit, Inc.

Beverly Burks

(Signature of Secured Party)

Beverly Burks, Adm. Asst.

Type or Print Above Name on Above Line

PARTIES	
Debtor name (last name first if individual) and mailing address:	
DAVID COMBS 70 LYONS CREEK RD LOTHIAN MD 20711	
Debtor name (last name first if individual) and mailing address:	
JENNIFER L. COMBS 70 LYONS CREEK RD LOTHIAN MD 20711	
Debtor name (last name first if individual) and mailing address:	
Secured Party(ies) names(s) (last name first if individual) and address for security interest information:	
EASY LIVING INC 5408 SOUTHERN MARYLAND BLVD LOTHIAN MD 20711	
Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:	
GREEN TREE ACCEPTANCE, INC. 3062 PS BUSINESS CENTER WOODBIDGE VA 22192	
Special Types of Parties (check if applicable)	
<input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.	
<input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.	
<input type="checkbox"/> Debtor is a Transmitting Utility.	

SECURED PARTY SIGNATURE(S)	
This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):	
a. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor.	
b. <input type="checkbox"/> as to which the filing has lapsed.	
c. already subject to a security interest in another county in Pennsylvania:	
<input type="checkbox"/> when the collateral was moved to this county	
<input type="checkbox"/> when the Debtor's residence or place of business was moved to this county.	
d. already subject to a security interest in another jurisdiction:	
<input type="checkbox"/> when the collateral was moved to Pennsylvania.	
<input type="checkbox"/> when the Debtor's location was moved to Pennsylvania.	
e. <input type="checkbox"/> which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).	
Secured Party Signature(s) (required only if box(es) is checked above):	
EASY LIVING INC <i>Diana L. Dought, Agent</i>	

STANDARD FORM - FORM UCC-1 (7-89)
Approved by Secretary of Commonwealth of Pennsylvania

FINANCING STATEMENT Uniform Commercial Code Form UCC-1 IMPORTANT-Please read instructions on reverse side of page 4 before completing	
Filing No. (stamped by filing officer):	Date, Time, Filing Office (stamped by filing officer):
BOOK 579 PAGE 88	286016
This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box)	
<input type="checkbox"/> Secretary of the Commonwealth.	
<input type="checkbox"/> Prothonotary of _____ County.	
<input type="checkbox"/> real estate records of _____ County.	
Number of Additional Sheets (if any):	
Optional Special Identification (Max. 10 characters):	
COLLATERAL	
Identify collateral by item and/or type:	
1976 MARLETTE HOMES 14 X 70 SERIAL# 50266 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES THEREIN AND THERETO: INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT OR INSTALLMENT LOAN AGREEMENT. THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 122.91 THE STATE LAW EQUIVALENT STATUTE.	
<input type="checkbox"/> (check only if desired) Products of the collateral are also covered.	
Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)):	
a. <input type="checkbox"/> crops growing or to be grown on -	
b. <input type="checkbox"/> goods which are or are to become fixtures on -	
c. <input type="checkbox"/> minerals or the like (including oil and gas) as extracted on -	
d. <input type="checkbox"/> accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -	
the following real estate:	
Street Address:	
Described at: Book _____ of (check one) <input type="checkbox"/> Deeds <input type="checkbox"/> Mortgages, at Page(s) _____	
for _____ County. Uniform Parcel Identifier _____	
<input type="checkbox"/> Described on Additional Sheet.	
Name of record owner (required only if no Debtor has an interest of record):	
DEBTOR SIGNATURE(S)	
Debtor Signature(s):	
DAVID COMBS <i>David W. Combs</i>	
JENNIFER L. COMBS <i>Jennifer L. Combs</i>	
RETURN RECEIPT TO:	
GREEN TREE ACCEPTANCE, INC.	
3062 PS BUSINESS CENTER WOODBIDGE VA 22192	

FILING OFFICE ORIGINAL
NOTE - This page will not be returned by the Department of State.

REORDER FROM
Registre, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 286017

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records.
don't indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name McCarters Welding & Fabrication, Inc.
Address 4119 Shorehan Beach Road Mayo, Maryland 21106

2. SECURED PARTY

Name R & D Equipment Sales, Inc.
Address P.O. Box 788 Gambrills, Maryland 21054
ORIX Credit Alliance, Inc. P.O. Box 676 Hanover, Maryland 21076
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 17.00

ASSIGNEE OF THE SECURED PARTY: .50

ORIX Credit Alliance, Inc.
P.O. Box 676
1331A Ashton Road
Hanover, Maryland 21076

MARY M. ROSE

AA CO. CIRCUIT COURT

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

McCarters Welding & Fabrication, Inc.

David A. Brown Pres
(Signature of Debtor)

DAVID A. BROWN, Pres.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

R & D Equipment Sales, Inc.

Robert Spangler Pres.
(Signature of Secured Party)

Robert Spangler, Pres.
Type or Print Above Signature on Above Line

ORIX CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE

BOOK 579 PAGE 90

TO: R & D Equipment Sales, Inc.

FROM: McCarters Welding & Fabrication, Inc.

P.O. Box 788 Gambrills, Maryland 21054

4119 Shorehan Beach Road Mayo, Maryland 21106

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks):
One (1) Used 1982 Case 586D, 6000# Rough Terrain Forklift S/N 9071476
And all attachments and accessories thereto.

(1) TIME SALES PRICE	\$ 13,124.00
(2) Less DOWN PAYMENT In Cash	\$ 2,000.00
(3) Less DOWN PAYMENT IN GOODS *(Trade-In Allowance)	\$ -0-
(4) CONTRACT PRICE (Time Balance)	\$ 11,124.00
Record Owner of Real Estate:	

*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:
4119 Shorehan Beach Road Mayo Anne Arundel Maryland
(Street and Number) (City) (County) (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of ORIX Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Eleven thousand one hundred twenty four and 00/100 Dollars (\$ 11,124.00) being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 24th day of April 1992, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 309.00 and the final installment being in the amount of \$ 309.00 with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: March 20, 1992 BUYER(S)-MAKER(S):
(SEAL) McCarters Welding & Fabrication, Inc.
Accepted: R & D Equipment Sales, Inc. (Print Name of Buyer-Maker Here)
By: [Signature] By: [Signature] (SEAL)
(Witness as to Buyer's and Co-Maker's Signature) Co-Buyer-Maker:
(Print Name of Co-Buyer-Maker Here)
By: _____
(Witness as to Buyer's and Co-Maker's Signature)
This instrument prepared by _____

CA-L-2XD(1-75)

© 1989 ORIX Credit Alliance, Inc.

3

ORIGINAL FOR FILING-NON-NEGOTIABLE

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HERewith.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF ORIX CREDIT ALLIANCE, INC.

(Guarantor-Endorser)

(L.S.)

(Guarantor-Endorser)

(L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER: For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to ORIX CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of ORIX Credit Alliance, Inc.

Date: _____, 19 _____

(Corporate, Partnership or Trade Name or Individual Signature)

(SEAL)

Signature
of
Seller

(Witness)

By:

(Signature: Title of Officer, "Partner" or "Proprietor")

ASSIGNMENT

BOOK 579 PAGE 92

FOR VALUE RECEIVED, we hereby sell, assign and transfer to ORIX Credit Alliance, Inc. (herein called "OCAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated March 20, 1992

between R & D Equipment Sales, Inc., as Seller/Lessor/Mortgagee

and McCarters Welding & Fabrication, Inc. 4119 Shorehan Beach Road Mayo, Maryland 21106
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in OCAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to OCAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that OCAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to OCAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that OCAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to OCAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and OCAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce OCAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to OCAI, would adversely affect OCAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 11,124.00 20th day of March, 19 92

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 20th day of March, 19 92 R & D Equipment Sales, Inc. (Seal)

(Seller/Lessor/Mortgagee)
By: [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE

BOOK 579 PAGE 93

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 267024

RECORDED IN Book 510 Page 477
LIBER FOLIO ON April 8, 1987 (DATE)

1. DEBTOR

Name Patisfrance, Inc.

Address 8332 Bristol Court, Suite 108, Jessup, MD 20794

2. SECURED PARTY

Name Banque Nationale de Paris, New York Branch

Address 499 Park Avenue, New York, NY 10022, Attn: Credit Dept.

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE

10.00

POSTAGE

.50

CHECK ☒ FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: #343480 0263 R01 109:02 09/01/92 MARY M. ROSE</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) XX CIRCUIT COURT</p>

RETURN TO:

INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201

PATISFRANCE, INC.

Dated _____

BANQUE NATIONALE DE PARIS, New York Branch

(Signature of Secured Party)

NATHALIE COULON
Type or Print Above Name on Above Line

NATHALIE COULON, ASST.
TREAS.

STATE OF MARYLAND

BOOK 579 PAGE 94

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 278064

RECORDED IN LIBER 544 FOLIO 86 ON July, 25, 1989 (DATE)

1. DEBTOR

Name Concrete Placing Services of MD, Inc.

Address 708 Crain Hwy, Glen Burnie, MD 21061

2. SECURED PARTY

Name Midlantic Commercial Leasing Corp.

Address 225 W. 34th Street, New York, NY 10122

Dale Ames, 10237 Southard Drive, Beltsville, MD 20705

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00

3. Maturity date of obligation (if any)

POSTAGE .50

#343710 C263 R01 T09:44

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

04/01/92

M. ROSE

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
(Indicate whether amendment, termination, etc.)

Termination

AA CO. CIRCUIT COURT

1992 JAN 29 CHECK ☒ FORM OF STATEMENT

Dated January 15, 1992

Midlantic Commercial Leasing Corp.

(Signature of Secured Party)

Susan Gallagher, Agent

Type or Print Above Name on Above Line

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented 1

3. ☐ The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es)

2. Secured Party(ies) Name(s) and Address(es)

4. For Filing Officer: Date, Time, No. Filing Office

Macy's Northeast Inc.
151 West 34th Street
New York, N.Y. 10001
with stores throughout
the State of Maryland

Sol Greenberg and Sons
International Inc.
30 West 47th Street
New York, New York 10036

BOOK 579 PAGE 95
286018

5. This Financing Statement covers the following types (or items) of property:

Diamonds, diamond rings and all other jewelry heretofore or hereafter delivered by Secured Party (Consignor) to Debtor (Consignee) including the items on Schedule "A" annexed and all proceeds thereof, including cash from open invoices. THIS IS A CONSIGNMENT FILING

6. Assignee(s) of Secured Party and Address(es)

RECORD FEE 11.00

POSTAGE .50

#J43720 0263 PD1 709:45

☐ The described crop
☐ The described goods are or are to be affixed to
☐ The lumber to be cut or minerals or the like (including oil and gas) is on
* (Describe Real Estate Below)

6004 01/92

8. Describe Real Estate Here

☐ This statement is to be indexed in the Real Estate Records

9. Name of a Record Owner

MARY M. ROSE

AA CO. CIRCUIT COURT

No. & Street

Town or City

County

Section

Block

Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)

- ☐ under a security agreement signed by debtor authorizing secured party to file this statement, or
☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the debtor, or ☐ as to which the filing has lapsed, or
☐ already subject to a security interest in another jurisdiction.
☐ when the collateral was brought into the state, or ☐ when the debtor's location was changed to this state

MACY'S NORTHEAST INC.

SOL GREENBERG AND SONS INTERNATIONAL INC.

By

Signature(s) of Debtor(s)

By

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical

(5/82)

STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York

Style No. of Secured Party	Shape & Size	Mounting Style	BOOK Quality	579 PAGE Price	96
M6000	.71x.24x.10	15	WAA	\$1840	
M6001	.80	16	WA	1155	
M6002	.92x.24x.10	15	WA	1895	
M6003	.92x.50	43	WA	1870	
M6004	.95x.25	25	WAA	2415	
M6005	1.01x.15	5	WA	2120	
M6006	1.02x.55	14	WAA	2845	
M6007	1.03	54	WAA	2380	
M6008	1.05	19	WAA	2385	
M6009	1.11x.11	7	WA	2220	
M6010	1.13x.05	6	WA	1700	
M6011	1.13x.35x22	44	WAA	3145	
M6012	1.15	53	WA	1675	
M6013	1.22x.17	9	WAA	2790	
M6014	1.28x.20	29	WA	2710	
M6015	1.28x.50	39	WA	2690	
M6016	1.30x.40	72	WAA	3160	
M6017	1.32x.50	39	WA	2885	
M6018	1.40x.55	14	WAA	3680	
M6019	.66x.05	1	WAA	1315	
M6020	.80x.05	1	WA	1005	
M6021	.81x.55	14	WA	1815	
M6022	.84x.10	4	WAA	1665	
M6023	.85x.03	3	WA	1305	
M6024	.95x.40	36	WAA	2280	
M6025	.95x.16	8	WAA	2215	
M6026	.96x.55	14	WA	2235	
M6027	.96	18	WAA	2090	
M6028	1.00x.11	7	WA	1915	
M6029	.92x.16	8	WA	1740	
M6030	ps.67	19	WA	1015	
M6031	ps.68x.5	43	WAA	1555	
M6032	ps.69	20	WAA	1455	
M6033	ps.73	18	WA	1100	
M6034	ps.74x.12	12	WAAA	2025	
M6035	ps.74	16	WAA	1410	
M6036	ps.75x.20	32	WA	1335	
M6037	ps.87x.22	2	WAA	1760	
M6038	ps.94x.20	32	WA	1905	
M6039	ps1.01x.12	12	WAA	2395	
M6040	ps1.15x.11	7	WAA	2925	
M6041	ps1.20x.35x.22	49	WAAA	3690	
M6042	ps1.23x.24x.10	15	WAAA	3680	
M6043	ps1.35x.40	72	WAA	3845	
M6044	ps1.43x.53	14	WA	3460	
M6045	.68x.16	8	WAA	1515	
M6046	.75	27	WAA	1555	
M6047	.77x.15	5	WAA	1585	
M6048	.86x.35x.22	44	WAA	2585	
M6049	.90x.15	5	WA	1325	
M6050	.91x.11x.35	68	WA	2115	
M6051	.93x.20	29	WA	1890	
M6052	.95x.16	8	WAA	2360	
M6053	.96x.22	2	WA	1965	
M6054	.87x.32	13	WA	1655	
M6055	1.01x.07	F269	WAA	2755	
M6056	1.09x.25	34	WAA	2875	
M6057	1.10x.07	F269	WAA	2550	
M6058	1.10x.25	25	WAA	2745	
M6059	1.13x.12	12	WAA	2720	
M6060	1.15x.15	5	WAAA	3420	
M6061	1.32x.25	25	WAA	3230	
M6062	1.53x.55	14	WA	2895	
M6063	HS 1.14	21	WAA	2640	
M6064	OU 1.03	54	WAA	2380	
M6065	2-1.43		WAA	2610	
M6066	2-1.43		WA	2110	
M6067	2-1.44		WA	2410	
M6068	2-1.50		WAA	2815	
M6069	2-1.50		WAA	2815	
M6070	2-1.55		WAA	2830	
M6071	2-1.87		WA	3130	
M6072	2-2.26		WA	4225	
M6073	2-2.53		WA	4600	

To Be Recorded In The Land And Chattel Records Of The Local Jurisdiction And Among The Financing Statement Records Of The State Department Of Assessments And Taxation.

Subject To Recordation Taxes In The Amounts Set Forth on The Attached Certificate And Paid To The Clerks Of The Circuit Courts Of Baltimore County, Baltimore City, Wicomico County, Allegany County, Frederick County, Prince George's County, and Anne Arundel County.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. **DEBTOR:** **SCHMIDT BAKING COMPANY INCORPORATED**
7801 Fitch Lane
Baltimore, Maryland 21236

2. **SECURED PARTY:** **MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY**
2 Hopkins Plaza
Baltimore, Maryland 21201

RECORD FEE 45.00

POSTAGE .50

Attention: Asset Based Lending 1263 R01 T09:49
Division

04/01/92

MARY M. ROSE

3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:

a. All of the tangible and intangible assets of the Debtor, including, but not limited to the following kinds and types of property, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements, and renewals thereof, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:

(i) Accounts, Instruments, Documents, Chattel Paper, General Intangibles, Equipment and Goods as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;

- (ii) Contract Rights as that term is defined in the 1962 version of the Uniform Commercial Code, as well as all contracts with customers, deposits and prepayments;
- (iii) Fixtures as that term is defined by the common law of the state in which the fixtures are physically located;
- (iv) Accounts, Contract Rights, Instruments, Documents, General Intangibles, Chattel Paper, notes, notes receivable, drafts, acceptances, and choses in action, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale or lease of or providing of Inventory, Goods, or services by the Debtor to customers, as well as all rights, contingent or non-contingent, of any kind of the Debtor to receive payment, benefit or credit from any person;
- (v) Inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, work in progress, bindings or component materials, packaging and shipping materials and other tangible or intangible personal property, now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or which contribute to the finished products or the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor, in the course of transport to or from customers, placed on consignment, or held at storage locations (all of the foregoing being herein, "Inventory");
- (vi) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;
- (vii) All monies, bank accounts, or deposits with any financial institution;
- (viii) Contracts with customers, deposits, prepayments and rights to tax refunds;
- (ix) Leasehold improvements;
- (x) All machinery and equipment of every kind and nature, together with all additions and accessions

thereto, replacements thereto, all parts thereto, and all manuals, drawings, instructions, warranties and rights with respect thereto;

- (xi) All franchises, subfranchises, rights to distribute, sales agencies, licenses, permits, leases, rights to indemnification, rights as insured, including the right to be provided a defense, warranty rights, concessions and concession rights, customer lists, yellow page or trade journal listings, telephone numbers, and any and all other property or rights necessary, convenient, or proper with respect to the continued operation of the business of the Debtor as now or hereafter conducted by the Debtor or with respect to the operation or use of the Debtor's Equipment, Fixtures or real property;
 - (xii) All patents and patent applications, together with the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof and all improvements thereon;
 - (xiii) All trademarks, trade names, and trade secrets, together with the right to sue for past, present, and future violations corresponding thereto, and all good will associated therewith;
 - (xiv) All copyrights, together with the right to sue for past, present, or future violations or infringements of rights of the copyrights, and all renewals, extensions and continuations thereof;
 - (xv) All rights of the Debtor as a secured party with respect to collateral security now or hereafter securing any of the obligations of third parties to the Debtor, together with all agreements and instruments evidencing or creating any such security; and
 - (xvi) All records relating to or pertaining to any of the above.
- b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or

share belonging to the Debtor of any deposit or other account with the Secured Party.

4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.
5. The above described collateral may be affixed to the real property described on Exhibit "A" attached hereto. The record owner(s) of such real property are indicated on Exhibit "A".

DEBTOR:

SCHMIDT BAKING COMPANY INCORPORATED,
A Maryland Corporation

By: *[Signature]* (SEAL)

Name: WILLIAM D. BRYCE

Title: VICE PRES.

Date: March 13th, 1992

TO FILING OFFICER: After this Statement has been recorded, please return to:

JOSEPH R.S. TYSSOWSKI, JR., ESQUIRE
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (JRST) 11089

EXHIBIT A

<u>PROPERTY LOCATION</u>	<u>RECORD OWNER</u>
1. 7801 Fitch Lane Baltimore, Maryland 21236	Schmidt Baking Company, Incorporated
2. 2816 Edmondson Avenue Baltimore, Maryland 21223	Schmidt Baking Company, Incorporated
3. 6701 Moravia Park Drive Baltimore, Maryland 21237	WHW Property Enterprise
4. 7717 Fitch Lane Baltimore, Maryland 21236	Schmidt Baking Company, Incorporated
5. 3 Margaret Avenue Baltimore, Maryland 21221	Jennings Eastern Partnership
6. 8800 Kelso Drive Baltimore, Maryland 21221	Kelso Joint Venture
7. 4701 Trident Court Baltimore, Maryland 21227	The Halethorpe Distribution Center Partnership
8. 6838-A English Muffin Way Frederick, Maryland 21701	D. M. Bowman, Inc.
9. 3009 Kaverton Road Forestville, Maryland 20747	Maryland National Bank
10. 4425 Fitch Lane Baltimore, Maryland 21236	Abrams Development Group, Inc.
11. Rye Street LaVale, Maryland 21502	Schmidt Baking Company, Incorporated
12. 113 Olive Street Salisbury, Maryland 21801	Schmidt Baking Company, Incorporated

PROPERTY LOCATION

RECORD OWNER

- | | | |
|-----|--|-------------------------------------|
| 13. | 1534 N. Salisbury Boulevard
Salisbury, Maryland 21801 | John N. Ward and
Frances W. Ward |
| 14. | 360 Gov. Ritchie Highway
White Road and Ritchie Highway
Severna Park, Maryland 21146 | Didonato Properties |

BOOK 579 PAGE 103

RECORDATION TAX CERTIFICATE
(Real and personal property in multiple
Maryland counties and in other states)

SCHMIDT BAKING COMPANY, INCORPORATED ("Debtor") certifies that: (i) the Debtor paid recordation tax on Two Million Dollars (\$2,185,000.00) of debt secured by the attached Financing Statements and Amendment To Deed Of Trust upon the filing of the Deed Of Trust referred to in the Amendment To Deed Of Trust; (ii) the property securing the below described debt is located partly within the State of Maryland and partly in other states; and (iii) the books and records of the Debtor show that the property securing the below described debt which is located in the State of Maryland is located partly in each of the following jurisdictions, and show the following values for such property:

\$7,235,000.00

Total additional debt to Mercantile-Safe Deposit And Trust Company secured by the attached Financing Statement and Amendment To Deed Of Trust on which recordation tax has not been previously paid.

\$ 11,057,161
(B)

Total value of all property
securing debt.

BALTIMORE COUNTY

Amount of debt attributable to real property located in Baltimore County:

\$ 1,342,290
(C)

Total value of all real property
securing debt located in Baltimore
County.

*\$ 1,342,290 (C) X \$7,235,000.00 = **\$ 875,500 (D)
\$ 11,057,161 (B)

Amount of tax due on debt attributable to real property located in Baltimore County:

\$ 875,500 (D) X \$2.50/\$500 = \$ 4,377.50

Amount of debt attributable to personal property located in Baltimore County and subject to tax:

\$ 4,240,993
(E)

Total value of all non-exempt
personal property securing debt
located in Baltimore County
(including equipment and fixtures).

*\$ 4,240,993 (E) X \$7,235,000.00 = **\$ 2,778,500 (F)
\$ 11,057,161 (B)

BOOK 579 PAGE 104

Amount of tax due on debt attributable to personal property located in Baltimore County:

$$\text{\$ } 2,778,500 \text{ (F)} \times \$2.50/\$500 = \text{\$ } 13,892.50$$

ALLEGANY COUNTY

Amount of debt attributable to real property located in Allegany County:

$\text{\$ } 325,180$
(G)

Total value of all real property securing debt located in Allegany County.

$$\begin{array}{l} *\$ 325,180 \text{ (G)} \\ \$ 11,057,161 \text{ (B)} \end{array} \times \$7,235,000.00 = **\$ 210,000 \text{ (H)}$$

Amount of tax due on debt attributable to real property located in Allegany County:

$$\text{\$ } 210,000 \text{ (H)} \times \$2.20/\$500 = \text{\$ } 924.00$$

Amount of debt attributable to personal property located in Allegany County and subject to tax:

$\text{\$ } 401,049$
(I)

Total value of all non-exempt personal property securing debt located in Allegany County (including equipment and fixtures).

$$\begin{array}{l} *\$ 401,049 \text{ (I)} \\ \$ 11,057,161 \text{ (B)} \end{array} \times \$7,235,000.00 = **\$ 260,500 \text{ (J)}$$

Amount of tax due on debt attributable to personal property located in Allegany County:

$$\text{\$ } 260,500 \text{ (J)} \times \$2.20/\$500 = \text{\$ } 1,146.20$$

WICOMICO COUNTY

Amount of debt attributable to real property located in Wicomico County:

$\text{\$ } 194,220$
(K)

Total value of all real property securing debt located in Wicomico County.

$$\begin{array}{l} *\$ 194,220 \text{ (K)} \\ \$ 11,057,161 \text{ (B)} \end{array} \times \$7,235,000.00 = **\$ 130,500 \text{ (L)}$$

BOOK 579 PAGE 105

Amount of tax due on debt attributable to real property located in Wicomico County:

$$\text{\$ } \underline{130,500} \text{ (L)} \times \$2.30/\$500 = \text{\$ } \underline{600.30}$$

Amount of debt attributable to personal property located in Wicomico County and subject to tax:

$$\text{\$ } \underline{357,627} \text{ (M)}$$

Total value of all non-exempt personal property securing debt located in Wicomico County (including equipment and fixtures).

$$\begin{array}{l} *\$ \underline{357,627} \text{ (M)} \\ \$ \underline{11,057,161} \text{ (B)} \end{array} \times \$7,235,000.00 = **\$ \underline{232,000} \text{ (N)}$$

Amount of tax due on debt attributable to personal property located in Wicomico County:

$$\text{\$ } \underline{232,000} \text{ (N)} \times \$2.30/\$500 = \text{\$ } \underline{1,067.20}$$

BALTIMORE CITY

Amount of debt attributable to personal property located in Baltimore City and subject to tax:

$$\text{\$ } \underline{706,728} \text{ (O)}$$

Total value of all non-exempt personal property securing debt located in Baltimore City (including equipment and fixtures).

$$\begin{array}{l} *\$ \underline{706,728} \text{ (O)} \\ \$ \underline{11,057,161} \text{ (B)} \end{array} \times \$7,235,000.00 = **\$ \underline{463,500} \text{ (P)}$$

Amount of tax due on debt attributable to personal property located in Baltimore City:

$$\text{\$ } \underline{463,500} \text{ (P)} \times \$2.75/\$500 = \text{\$ } \underline{2,549.25}$$

BOOK 579 PAGE 106

MONTGOMERY COUNTY

Amount of debt attributable to personal property located in Montgomery County and subject to tax:

\$ 0
(Q)

Total value of all non-exempt personal property securing debt located in Montgomery County (including equipment and fixtures).

*\$ (Q) X \$7,235,000.00 = **\$ (R)
\$ (B)

Amount of tax due on debt attributable to personal property located in Montgomery County:

\$ (R) X \$2.20/\$500 = \$ 0

PRINCE GEORGE'S COUNTY

Amount of debt attributable to personal property located in Prince George's County and subject to tax:

\$ 181,235
(S)

Total value of all non-exempt personal property securing debt located in Prince George's County (including equipment and fixtures).

*\$ 181,235 (S) X \$7,235,000.00 = **\$ 116,000 (T)
\$ 11,057,161 (B)

Amount of tax due on debt attributable to personal property located in Prince George's County:

\$ 116,000 (T) X \$2.20/\$500 = \$ 510.40

ANNE ARUNDEL COUNTY

Amount of debt attributable to personal property located in Anne Arundel County and subject to tax:

\$ 0
(U)

Total value of all non-exempt personal property securing debt located in Anne Arundel County (including equipment and fixtures).

*\$ (U) X \$7,235,000.00 = **\$ (V)
\$ (B)

BOOK 579 PAGE 107

Amount of tax due on debt attributable to personal property located in Anne Arundel County:

\$ _____ (V) X \$3.50/\$500 = \$ _____ 0

FREDERICK COUNTY

Amount of debt attributable to personal property located in Frederick County and subject to tax:

\$ 66,371
(W)

Total value of all non-exempt personal property securing debt located in Frederick County (including equipment and fixtures).

*\$ 66,371 (W) X \$7,235,000.00 = **\$ 43,500 (X)
\$ 11,057,161 (B)

Amount of tax due on debt attributable to personal property located in Frederick County:

\$ 43,500 (X) X \$3.50/\$500 = \$ 304.50

SCHMIDT BAKING COMPANY, INCORPORATED

By: Leonard V. Buncie

Name: Leonard V. Buncie
Title: Vice President

*rounded off to third place after decimal
**rounded up to next multiple of \$500

PRINT OR TYPE ALL INFORMATION

BOOK 579 PAGE 108

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES () NAME OF RECORD OWNER _____

Clerk of Circuit Court for Anne Arundel County **286020**

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Ferguson Trenching Co. Inc.
123 Ferguson Road
Annapolis, MD 21401

Check the box indicating the kind of statement. Check only one box.

- ☒ ORIGINAL FINANCING STATEMENT
☐ CONTINUATION - ORIGINAL STILL EFFECTIVE
☐ AMENDMENT
☐ ASSIGNMENT
☐ PARTIAL RELEASE OF COLLATERAL
☐ TERMINATION

RECORD FEE 11.00

#343850 0263 R01 T09:53

Name & address of Secured Party

Ingersoll-Rand Company,
Ingersoll-Rand Equipment Sales Division
5681 Main Street
Elkridge, MD 21227

Name & address of Assignee

04/01/92

Associates Commercial Corporation
P. O. Box 241385
Charlotte, NC 28224-1385
AA CO. CIRCUIT COURT

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

Description of collateral covered by original financing statement

One (1) Ingersoll-Rand Model P160WJD Portable Air Compressor, S/N: 182827 complete with all present and future attachments, accessories, replacement parts, repairs, additions and all proceeds thereof.

RECORDATION TAX EXEMPT - CONDITIONAL SALES CONTRACT.

Describe Real Estate if applicable:

Ferguson Trenching Co. Inc.

Signature of Debtor if applicable (Date)

Stan N. Ferguson, President

Ingersoll-Rand Company,
Ingersoll-Rand Equipment Sales Division

Signature of Secured Party if applicable (Date)

Bradley W. Berger

Bradley W. Berger, Operations Manager

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 579 PAGE 109
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK. 286021

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated March 17, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Outdoor Power, Inc.

Address 436 Chinguapin Round Road

Annapolis, MD 21401

2. SECURED PARTY

Name Whirlpool Financial Corporation

Address P.O. Box 1119

Mt. Laurel, NJ 08054

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

all inventory new or used, now owned or hereafter acquired, wherever located, including but not limited to, all returns, repossessions and parts, and all chattel paper, instruments, documents, accounts, general intangibles, contract rights and security agreements, and all cash and non-cash proceeds of any of the foregoing, when such Inventory has been financed by Whirlpool Financial Corporation.

RECORD FEE 11.00

Name and address of Assignee

POSTAGE .50

#343930 0263 R01 710:00

04/01/92

MARY H. ROSE

AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

Outdoor Power, Inc.

(Signature of Debtor)

Kenneth R. Wagner - Pres.

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Jeffrey Kreminich

Type or Print Above Signature on Above Line

MARYLAND FINANCING STATEMENT

286022

(XX) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE: Coastal Resources, Inc.
 (Name or Names)
2086 Generals Highway, Suite 305, Annapolis, Maryland 21401
 (Address) CI 5182
 LESSEE: _____
 (Name or Names)

 (Address)
2. LESSOR: Chesapeake Industrial Leasing Co., Inc.
9506 Harford Road, Baltimore, Maryland 21234
3. ASSIGNEE (if any) _____
 Of LESSOR: _____
 (Name or Names)

 (Address)

4. This financing Statement covers the following types (or items) of property:

	RECORD FEE	11.00
	POSTAGE	.50
1 - Toshiba 3910 Copier		
		#343980 C263 R01 110:14
		04/01/92
		MARY M. ROSE
		AA CO. CIRCUIT COURT

5. Proceeds of Collateral, cash and non-cash including insurance proceeds, are covered hereunder.

<p>LESSEE</p> <p><u>Coastal Resources, Inc.</u></p> <p>By: <u>Betsy Weinikam Vice President</u> (Title) <u>Betsy Weinikam</u> (Type or print name of signer)</p> <p>By: _____ (Title) _____ (Type or print name of signer)</p>	<p>LESSOR</p> <p><u>Chesapeake Industrial Leasing Co., Inc.</u></p> <p>By: <u>Donald A. Lounsbury</u> Credit Manager (Title) <u>Donald A. Lounsbury</u> (Type or print name of signer)</p> <p>Return to: <u>Chesapeake Industrial Leasing Co., Inc.</u> <u>9506 Harford Road</u> <u>Baltimore, MD 21234</u></p>
--	---

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3. Maturity date (if any)
1. Debtor(s) (Last Name First) and address(es) InterCap Graphics Systems, Inc. 116 Defense Highway, Suite 400 Annapolis, MD 21401 Anne Arundel 4144-96557	2. Secured Party(ies) and address(es) HEWLETT-PACKARD COMPANY Finance & Remarketing Division 1360 Kifer Road Sunnyvale, CA 94086	For Filing Officer (Date, Time, Number, and Filing Office) BOOK 579 PAGE 111 RECORD FEE 17.00 POSTAGE .50 #344010 C263 R01 T10:1B 04/01/92
4. This financing statement covers the following types (or items) of property: 285023 Hewlett-Packard Equipment per the attached equipment schedule ***Debtor has authorized secured party to file Proceeds of Collateral are covered "This Equipment is not subject to recordation tax." "Pursuant to tax Property article #12-108K(4)" to perfect a security interest taken or retained by a seller of collateral to secure all or part of its price.		5. Assignee(s) of Secured Party and Address(es) MARY H. ROSE AA CO. CIRCUIT COURT

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so)	Filed with:
<input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected	
Check <input checked="" type="checkbox"/> if covered. <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented	
InterCap Graphics Systems, Inc. BY HEWLETT-PACKARD COMPANY, ITS ATTORNEY IN FACT	HEWLETT-PACKARD COMPANY
By: <u>[Signature]</u> Signature(s) of Debtor(s)	By: <u>[Signature]</u> Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

HEWLETT-PACKARD

LEASE EQUIPMENT SCHEDULE & PAYMENT AGREEMENT

BOOK 579 PAGE 112

LESSOR: HEWLETT-PACKARD COMPANY
Finance and Remarketing Division
1360 Kifer Road
Sunnyvale, CA 94086

LESSOR TAX I.D. #: 94-1081436

Lease Agreement # 4144-96557

Ref: Master Lease Agreement # 4144-96557

LESSEE: InterCap Graphics Systems, Inc.
(Full Legal Name of Lessee)
116 Defense Highway, Suite 400
(Street Address)
Annapolis, Anne Arundel, MD 21401
(City) (County) (State) (Zip Code)
Shawn Watt (410) 224-2926 Federal Tax I.D. #: _____
(Contact Name and Phone Number)

EQUIPMENT LOCATION, IF OTHER THAN ADDRESS OF LESSEE:

Street Same as above
City _____ County _____ State _____ Zip Code _____

Exhibits:

The following Exhibits checked below are incorporated herein and by this reference made a part of this Agreement:

- ☒ Master Lease Agreement # 4144-96557 ☒ HP Product Warranty, Form # A4K34, Rev. _____
- ☒ Purchase Discount Agreement # A4K34 ☒ HP Software Terms, Form # A4K34, Rev. _____
- ☐ HP State/Local Government Rider Form # _____, Rev. _____ ☐ _____

The following Exhibits checked below are attached hereto and made a part of this Agreement:

- ☒ Early Buyout Schedule dated 2/1/92 ☐ _____
- ☐ _____ ☐ _____

Terms and Conditions:

- Non-Cancellable Agreement:** THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN.
- Term:** The term of this Schedule and Agreement for each item of Equipment covered hereunder shall commence upon the date Lessor executes the same and shall expire 24 months following the "Rent Commencement Date" as defined in paragraph 2 of the above referenced Master Agreement, or on the expiration of any applicable renewal period. However, if Lessee has executed this Schedule and Agreement and the Equipment ordered has been delivered prior to Lessor's execution thereof, the term of this Schedule and Agreement shall be effective on the date of execution by Lessee.
- Rent:** As rent for the Equipment leased hereunder throughout the term hereof, Lessee agrees to pay Lessor, its successor or assigns the sum of \$ 2,818.52 per month, exclusive of applicable use taxes. Rent shall begin to accrue upon delivery and acceptance of the Equipment as defined in the above referenced Master Lease Agreement.
- 4a. Amount Financed:** The total amount financed under this Schedule and Agreement, after deducting all applicable credits and discounts is \$ 59,387.25.
- 4b. Interest:** [Applicable only to Installment sales and leases with \$1.00 buyout options.] The total amount of interest to be paid under this Equipment Schedule and Payment Agreement is \$ 8,257.23.

- 5. Purchase, Renewal, Return Options:** Provided that no event of default has occurred and is continuing to occur at the end of the initial non-cancellable lease term or subsequent renewal term, Lessee shall have the option to exercise the following options by providing Lessor with at least sixty (60) days prior written notice of its intention to:

(i) purchase all or some of the Equipment covered by this Agreement for:
(CHECK ONE)

- ☐ The then fair market value of each item of equipment to be purchased. Should Lessee elect to purchase the Equipment at the end of the initial or any renewal term, Lessor will advise the Lessee in writing as to the then applicable Fair Market Value for each item of equipment to be purchased:

OR

- ☒ One Dollar (\$1.00) of all items of Equipment (available only for State and Local Government Leases or with special approval);

OR

- ☐ Fixed Purchase Option of _____% of the original amount to finance of the Equipment to be purchased, plus any accrued late charges and taxes applicable to the transfer of this Equipment.

(ii) renew all or some of the Equipment covered by this Agreement for an additional non-cancellable period of twelve (12) months for the:

$$\left[\frac{\text{Net Price of Equipment to be Renewed}}{\text{Total Net Price of Equipment}} \right] \times \left[\text{Original Monthly Payment} \cdot 25\% \right]$$

(iii) renew all or some of the Equipment covered by this Agreement on a month-to-month basis for the:

$$\left[\frac{\text{Net Price of Equipment to be Renewed}}{\text{Total Net Price of Equipment}} \right] \times \left[\text{Original Monthly Payment} \right]$$

(iv) return in accordance with the above referenced Master Lease Agreement any Equipment covered by this Schedule and Agreement that is not purchased or renewed.

If Lessee fails to notify Lessor of its intentions sixty (60) days prior to the expiration of this Schedule and Agreement, it is agreed that Lessee shall renew all of the Equipment covered hereunder in accordance with option (iii) above.

During the renewal period, Lessee may purchase all or some of the Equipment covered hereunder for the price computed in accordance with option (i) above by providing Lessor with sixty (60) days prior written notice. If Lessee has selected a fixed-price purchase option, during the renewal period, such purchase option shall be redetermined based on total lease term.

IF LESSEE EXERCISES ITS OPTION TO PURCHASE THE EQUIPMENT, IT IS SOLD IN ITS THEN "AS IS" CONDITION AT ITS LOCATION WHEN THE OPTION IS EXERCISED.

Equipment Schedule:

Qty.	Model	Description	Item List Price	Item (Discount)	Item Net Price	Extended Net Price
------	-------	-------------	-----------------------	--------------------	----------------------	--------------------------

Per attached Equipment Schedule: A

Downpayment due 30 days before scheduled shipment. Delivery shall be no later than 6 months after signature date or less than 5 months before.

Int.

NET PRICE - HARDWARE	\$61,884.00
NET PRICE - SOFTWARE	\$17,299.00
TOTAL NET PRICE - EQUIPMENT	\$79,183.00
OTHER COSTS	
LESS: DOWN PAYMENT/CREDITS	(\$19,795.75)
AMOUNT TO FINANCE	\$59,387.25

By execution hereof, the signer certifies that s/he has read this Agreement and the attached Exhibits, and that s/he is duly authorized to execute this Agreement on behalf of Lessee.

LESSOR: HEWLETT-PACKARD COMPANY

BY:

NAME/TITLE: Patricia Addington/SF Manager

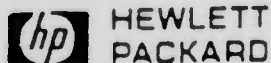
DATE: 3/20/92

LESSEE: Interchap Graphics Systems, Inc.

BY:

NAME/TITLE: A.G.W. Biddle III

DATE: 3/12/92



EQUIPMENT SCHEDULE: A
INTERCAP GRAPHICS SYSTEMS

LEASE #: 4144-96557

QTY	MODEL	DESCRIPTION	ITEM LIST PRICE(\$)	ITEM DISC	ITEM NET PRICE(\$)	EXTENDED NET PRICE(\$)
4	A2211A	16" COLOR MONITOR	13965.00	40.00%	8379.00	33,516.00
11	A1099B	LOCALIZATION KIT	100.00	40.00%	60.00	660.00
11	OPT ABA	US VERSION	0.00		0.00	0.00
1	A2221A	SCSI DISK	2500.00	40.00%	1500.00	1,500.00
7	A2289A	GRAYSCALE MONITOR	6240.00	40.00%	3744.00	26,208.00
7	*OPT AMK	SCSI DISK DRIVE	2500.00	40.00%	1500.00	10,500.00
7	*OPT ODJ	RUNTIME INSTANT IGN	75.00	40.00%	45.00	315.00
1	*B2826A	CD-ROM	0.00	0.00%	0.00	0.00
1	*OPT AAB	CD-ROM MEDIA KIT	595.00	40.00%	357.00	357.00
1	*B2355A	SERIES 700 DOCUMENT	0.00	0.00%	0.00	0.00
1	*OPT OBC	LICENSE TO USE	795.00	40.00%	477.00	477.00
1	*B1179B	INTERFACE ARCHITECT	0.00	0.00%	0.00	0.00
1	*OPT UAO	HP INTERFACE	5000.00	0.00%	5000.00	5,000.00
1	*B1180B	INTERFACE ARCHITECT	0.00	0.00%	0.00	0.00
1	*OPT OBJ	ADD'L COPY OF DOCUM	150.00	0.00%	150.00	150.00
1	*OPT AAH	SW ON DDS TAPE	500.00	0.00%	500.00	500.00

NET PRICE-HARDWARE 61,884.00

NET PRICE-SOFTWARE 17,299.00

TOTAL NET PRICE EQUIPMENT 79,183.00

OTHER COSTS 0.00

LESS DOWN PAYMENT 19,795.75

AMOUNT TO FINANCE 59,387.25

* Indicates software item

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es) MINION, TANYA RENEE 782 POWHATAN BENCH RD PASADENA MD 21122	2 Secured Party(ies) and address(es) BETTER BUILT 4496 MOUNTAIN RD PASADENA, MD 21122	3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #344210 C262 R01 T10:47 5 Assignee(s) of Secured Party and Address(es) SECURITY PARTNERS 04/01/92 2568A WYOMING AVE SE 101 ANNAPOLIS, CIRCUIT COURT 21401
--	--	---

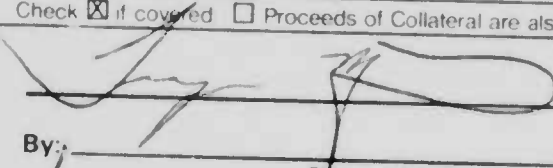
4. This financing statement covers the following types (or items) of property:

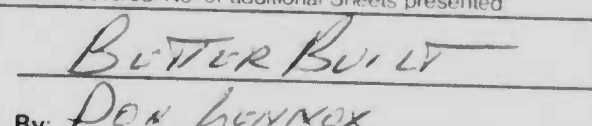
TP-40 PULLOUT STOLK

This statement is filed without the debtor's signature to perfect a security interest in collateral (check ☒ if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state
☐ which is proceeds of the original collateral described above in which a security interest was perfected

Check ☒ if covered ☐ Proceeds of Collateral are also covered ☐ Products of Collateral are also covered No. of additional Sheets presented

By: 
Signature(s) of Debtor(s)

By: 
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

*) Filing Officer Copy-Alphabetical

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1
286025

BOOK 579 PAGE 116
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Arthur & Pauline Lee Lee Video Inc DBA West Coast Video
Address 1322 Cape St Claire Rd Annapolis MD 21401
2657C Annapolis Rd Hanover, MD 21075

2. SECURED PARTY

Name Major Video Concepts, Inc
P.O. Box 15000
Address Richmond VA 22227-5000

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

All inventory of the Debtor distributed by the Secured Party, including, without limitation, all prerecorded video tapes, video discs, blank video cassettes, and video accessories, whether now or at any time hereafter, owned by or in the custody or possession, and all accession, additions, replacements and substitutions thereof, and all proceeds arising from the sale or disposition of any such inventory, including, without limitation, any accounts, contract rights, chattel paper, deposit accounts, warehouse receipts, certificates of deposit, money or any other evidences of payment, any returns thereof, and insurance proceeds thereon.

RECORDED FEE 14.00
POSTAGE .50
N/A
#344230 C263 R01 T10:4B
04/01/92

MARY H. ROSE
DA LG CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

142
5
Arthur Lee
(Signature of Debtor)

Arthur Lee

Type or Print Above Name on Above Line

Pauline S. Lee
(Signature of Debtor)

Pauline S. Lee

Type or Print Above Signature on Above Line

R.E. Mitchell Jr
(Signature of Secured Party)

R.E. Mitchell Jr

Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 285026

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction of transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement dated 3/26/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hillcrest Memorial Cemetery, Inc.
Address 1911 Forest Drive Annapolis, MD 21401

2. SECURED PARTY

Name Security Ford New Holland, Inc.
Address 3828 Washington Blvd.
Baltimore, MD 21227

3. Assignee of Secured Party Ford New Holland Credit Co.
Address P.O. Box 36387
Richmond, VA 23235

Person And Address To Whom Statement Is To Be Returned If Different From ABOVE FEE 11.00

4. Maturity date of obligation (if any) POSTAGE .50

5. This financing statement covers the following types (or items) of property: (list) 434430 0263 R01 710:55

ONE NEW FORD CM 224 COMMERCIAL MOWER
S/N TA10417

04/01/92

ONE NEW FORD 60" MOWER S/N 10316

MARY M. ROSE

AA CO. CIRCUIT COURT

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ Not subject to recordation tax.
(Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Hillcrest Memorial Cemetery, Inc.

10
5
Jack H. Maynard, V.P.
(Signature of Debtor)

Jack H. Maynard, V.P.

Type or print above Signature on above line

(Signature of Debtor)

Type or print above Signature on above line

(Signature of Secured Party)
Security Ford New Holland, Inc.

Thomas J. Drescher, President

Type or print above name on above line

**STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE**
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. 280158 recorded in
Liber 552, Folio 514 on 3/2/90 at Anne Arundel County, Md.

1. DEBTOR(S):

Name(s) Atlantic Utilities
Address(es) 8174 Ritchie Highway
Pasadena, Maryland 21122

2. SECURED PARTY:

Name Maryland National Bank
10 Light Street, 021901
Address Construction Finance Unit
Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.
4. ☐ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
6. ☐ AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. ☒ RELEASE. (Partial ~~XXXXXX~~) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

See Exhibit A attached and made a part hereof.

9. SIGNATURES.

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

SECURED PARTY

MARYLAND NATIONAL BANK

By

Jennifer L. Mertaugh, Construction Fin. Officer
(Type, Name and Title)

EXHIBIT A

BOOK 579 PAGE 119

Being known and designated as Lot No. 26 as shown on that certain plat entitled, "Sandy Oaks", Section One, which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 125, page 5, being in the third (3rd) District of Anne Arundel County.

The improvements thereon being known as:

Lot 26 - 7848 Dero Drive

Being known and designated as Lot No. 33 as shown on that certain plat entitled, "Sandy Oaks", Section One, which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 125, page 5, being in the third (3rd) District of Anne Arundel County.

The improvements thereon being known as:

Lot 33 - 8022 Pine Ridge Road

**STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4/82**

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 281553 recorded in
Liber 558, Folio 410 on 7/23/90 at Anne Arundel County, Md.
Date Location

1. DEBTOR(S):

Name(s) Atlantic Utilities, Inc.
8174 Ritchie Highway
Address(es) Pasadena, Maryland 21122

2. SECURED PARTY:

Maryland National Bank
Name 10 Light Street, 021901
Construction Finance Unit
Address Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.
4. ☐ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
6. ☐ AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. ☒ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

Exhibit A attached and made a part hereof.

9. SIGNATURES.**SECURED PARTY**

Maryland National Bank

By Jennifer L. Mertaugh

Jennifer L. Mertaugh, Construction Fin. Officer

(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

EXHIBIT A

BOOK 579 PAGE 121

Being known and designated as Lot No. 26 as shown on that certain plat entitled, "Sandy Oaks", Section One, which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 125, page 5, being in the third (3rd) District of Anne Arundel County.

The improvements thereon being known as:

Lot 26 - 7848 Dero Drive

Being known and designated as Lot No. 33 as shown on that certain plat entitled, "Sandy Oaks", Section One, which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 125, page 5, being in the third (3rd) District of Anne Arundel County.

The improvements thereon being known as:

Lot 33 - 8022 Pine Ridge Road

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 281554 recorded in
Liber 558, Folio 414 on 7/23/90 at Anne Arundel County, Md.

1. DEBTOR(S):	
Name(s)	Mandrin Construction Co., Inc.
Address(es)	8174 Ritchie Highway Pasadena, Maryland 21122
2. SECURED PARTY:	
Name	Maryland National Bank 10 Light Street, 021901
Address	Construction Finance Unit Baltimore, Maryland 21202
Person and Address to whom Statement is to be returned if different from above.	
Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)	
3. <input type="checkbox"/> CONTINUATION. The original Financing Statement referred to above is still effective.	
4. <input type="checkbox"/> TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.	
5. <input type="checkbox"/> ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.	
6. <input type="checkbox"/> AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)	
7. <input checked="" type="checkbox"/> RELEASE. (Partial EXEMPT From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.	
8.	
Exhibit A attached and made a part hereof.	

9. SIGNATURES.

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

SECURED PARTY

Maryland National Bank
By J. L. Mertaugh

Jennifer L. Mertaugh, Construction Fin. Officer
(Type, Name and Title)

Being known and designated as Lot No. 26 as shown on that certain plat entitled, "Sandy Oaks", Section One, which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 125, page 5, being in the third (3rd) District of Anne Arundel County.

The improvements thereon being known as:

Lot 26 - 7848 Dero Drive

Being known and designated as Lot No. 33 as shown on that certain plat entitled, "Sandy Oaks", Section One, which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 125, page 5, being in the third (3rd) District of Anne Arundel County.

The improvements thereon being known as:

Lot 33 - 8022 Pine Ridge Road

FINANCING STATEMENT

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

- ☐ 1. To be recorded in the Land Records.
☒ 2. To be recorded among the Financing Statement Records.
☐ 3. Not subject to Recordation Tax.
☒ 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 40,000.00.
The Debtor(s) certifies that with the filing of this Financing Statement, or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court, Anne Arundel County

5. Debtor(s) Name(s): E. C. Decker Corporation
Address(es): 512 Crain Highway, N.W.
Glen Burnie, Maryland 21061

6. Secured Party:

MARYLAND NATIONAL BANK
Attention: LDRU 250603

Address:

100 South Charles Street
Baltimore, Maryland 21201

7. This Financing Statement covers, and the Debtor(s) hereby grant(s) the Secured Party a security interest in, the following property, including without limitation (a) all amounts now and in the future owed by the Bank to each Debtor and/or on deposit in any account maintained by each Debtor with the Bank; (b) all present and future substitutions, replacements, appurtenances, accessories and accessions relating to any of the following; (c) all of each Debtor's books and records; (d) all proceeds (cash and noncash, including insurance proceeds) and products of all of the following in any form whatsoever; and (e) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the following:

☐ A. All of each Debtor's present and future accounts, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all rights to the payment of money due or to become due to each Debtor for any reason whatsoever, and all goods returned, repossessed or stopped in transit, the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, and all rights which each Debtor may at any time have against any account debtor or other obligor of each Debtor, including liens and security interests for benefit of each Debtor and all right of each Debtor with respect to present and future patents, pending and abandoned patent applications, literary rights, rights to performance, copyrights, trademarks, trademark registrations, trade names and trademark applications, together with the business and goodwill to which the same are appurtenant and all causes of action for infringements thereof.

☐ B. All of the inventory of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including raw materials, work in process, finished goods, materials and supplies, goods returned or repossessed, and goods held for demonstration, marketing or similar purposes, and all property in or on which any of the foregoing is stored or maintained, and all documents of title and trust receipts relating to any inventory, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as inventory, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to inventory.

☒ C. All of the equipment of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including machinery, vehicles and other rolling stock, furniture, tools, leasehold improvements, fixtures, and materials and supplies relating to equipment, and all documents of title and trust receipts relating to equipment, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as equipment, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to equipment.

☐ D. All of the Debtor's equipment and fixtures described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions thereof.

☐ E. Each of the Debtor's motor vehicles described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith.

☐ F. All of the property of each Debtor as described on Schedule A attached hereto and made a part of this Financing Statement by reference.

☐ 8. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are _____

Debtors: E. C. Decker Corporation

By: X

Edward C. Decker, President

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

Return To:

LSU Team 1 Mailstop 250624

Maryland National Bank

100 S. Charles Street

Baltimore, MD 21201

Mr. Clerk: Please return to the address set forth in paragraph 6 above.

286028

FINANCING STATEMENT

BOOK 579 PAGE 125

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

- ☐ 1. To be recorded in the Land Records.
- ☒ 2. To be recorded among the Financing Statement Records.
- ☐ 3. Not subject to Recordation Tax.
- ☒ 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 60,000.00.
- The Debtor(s) certifies that with the filing of this Financing Statement, or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court, Anne Arundel County

5. Debtor(s) Name(s):
AZZIP, INC.

Address(es):
813 Forest Drive
Annapolis, Maryland 21403

6. Secured Party:
MARYLAND NATIONAL BANK
Attention: LDRU 250603

Address:
100 South Charles Street
Baltimore, Maryland 21201

7. This Financing Statement covers, and the Debtor(s) hereby grant(s) the Secured Party a security interest in, the following property, including without limitation (a) all amounts now and in the future owed by the Bank to each Debtor and/or on deposit in any account maintained by each Debtor with the Bank; (b) all present and future substitutions, replacements, appurtenances, accessories and accessions relating to any of the following; (c) all of each Debtor's books and records; (d) all proceeds (cash and noncash, including insurance proceeds) and products of all of the following in any form whatsoever; and (e) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the following:

☐ A. All of each Debtor's present and future accounts, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all rights to the payment of money due or to become due to each Debtor for any reason whatsoever, and all goods returned, repossessed or stopped in transit, the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, and all rights which each Debtor may at any time have against any account debtor or other obligor of each Debtor, including liens and security interests for benefit of each Debtor and all right of each Debtor with respect to present and future patents, pending and abandoned patent applications, literary rights, rights to performance, copyrights, trademarks, trademark registrations, trade names and trademark applications, together with the business and goodwill to which the same are appurtenant and all causes of action for infringements thereof.

☐ B. All of the inventory of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including raw materials, work in process, finished goods, materials and supplies, goods returned or repossessed, and goods held for demonstration, marketing or similar purposes, and all property in or on which any of the foregoing is stored or maintained, and all documents of title and trust receipts relating to any inventory, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as inventory, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to inventory.

☒ C. All of the equipment of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including machinery, vehicles and other rolling stock, furniture, tools, leasehold improvements, fixtures, and materials and supplies relating to equipment, and all documents of title and trust receipts relating to equipment, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as equipment, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to equipment.

☐ D. All of the Debtor's equipment and fixtures described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor.

☐ E. Each of the Debtor's motor vehicles described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith.

☐ F. All of the property of each Debtor as described on Schedule A attached hereto and made a part of this Financing Statement by reference.

☐ 8. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are _____

Debtors: AZZIP, INC.

By: [Signature] (Seal) _____ (Seal)

Joseph D. Calhoun, President

(Seal) _____ (Seal)

(Seal) _____ (Seal)

(Seal) _____ (Seal)

Mr. Clerk: Please return to the address set forth in paragraph 6 above.

100 S. Charles Street
Baltimore, MD 21201

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

286029

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 579 PAGE 126

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hollaway, William Thomas DBA Thomas Construction Inc.

Address P.O. Box 33, 4801 Riverside Drive, Galesville, Maryland 20765

2. SECURED PARTY

Name Outdoor Power Inc.

Address 436 Chinguapin Round Road, Annapolis, Maryland 21401

Mustang Manufacturing Company, Inc. P.O. Box 547, Owatonna, Minnesota 55060

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

RECORD FEE 12.00

4. This financing statement covers the following types (or items) of property: (list)

POSTAGE .50

One - Mustang Model 960 Skid Steer Loader W/Bucket Serial #060784

One - Mustang Model MBH9 Backhoe Serial #84M2CL707

Name and address of Assignee

Norwest Bank, Minnesota
Owatonna Office
101 North Cedar Street
P.O. Box 467
Owatonna, MN 55060

RECEIVED, MAR 10 11:42

04/01/92

MARY M. ROSE

DA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XXX (Proceeds of collateral are also covered)

XXX (Products of collateral are also covered)

* W. T. Hollaway
(Signature of Debtor)

Hollaway, William Thomas

DBA Thomas Construction Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

* Kenneth R. Wagner
(Signature of Secured Party)

Outdoor Power Inc.

Type or Print Above Signature on Above Line

1250

STATE OF MARYLAND
FINANCING STATEMENT BOOK 573 PAGE 127
FORM UCC-1

286030

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 2/17/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bay State Distributors, Inc.

Address 511 Stanhome Drive, Glen Burnie, MD 21061

2. SECURED PARTY

Name The Bank of Glen Burnie

RECORD FEE 11.00

Address P.O. Drawer 70 Glen Burnie, MD 21060

POSTAGE .50

GlenAyr Title Company, Inc. 11 Crain Hgwy, Glen Burnie, MD 21061

#442170 C603 R04 T11:18

Person And Address To Whom Statement Is To Be Returned If Different From Above.

04/01/92

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All of the Debtor's general intangibles, without limitation, both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof. All of the Debtor's accounts or accounts receivable. All of the Debtor's equipment and fixtures, both now owned and hereafter acquired, together with all additions, parts, fittings, accessories, attachments & accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor and all cash and non-cash proceeds and products thereof located or to be located at Bay State Distributors, Inc., 511 Stanhome Sr., Glen Burnie, MD. All of Debtor's inventory.

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

William M. Underwood
(Signature of Debtor)

William M. Underwood, President

Type or Print Above Name on Above Line

William M. Underwood
(Signature of Debtor)

William M. Underwood,

Type or Print Above Signature on Above Line

Individually

Stephen G. Boyd
(Signature of Secured Party)

Stephen G. Boyd, Senior Vice President

Type or Print Above Signature on Above Line

The Bank of Glen Burnie

STATE OF MARYLAND
BOOK 579 PAGE 128
FINANCING STATEMENT FORM UCC-1

Identifying File No. 286031

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated March 16, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name George R. Pryor & Linda A. Pryor

Address 1604 Shannon-O-Circle Severn, Md. 21144

2. SECURED PARTY

Name First Manufactured Housing Credit Corp.

RECORD FEE 12.00

Address P.O. 190 Glen Burnie, Md. 21061

M344470 D263 R01 T13:17

04/01/92

Person And Address To Whom Statement Is To Be Returned If Different From Above ROSE

AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1984 Guardian 14x70 mobile home
serial # A119136A

(INCLUDING ALL HOUSEHOLD GOODS)

Name and address of Assignee
FIRST MANUFACTURED HOUSING CREDIT CORP.
P.O. BOX 190
GLEN BURNIE, MD 21060

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

George Richard Pryor
(Signature of Debtor)

George R. Pryor
Type or Print Above Name on Above Line

Linda Anne Pryor
(Signature of Debtor)

Linda A. Pryor
Type or Print Above Signature on Above Line

Manda Kemler by POA
(Signature of Secured Party)

FIRST MANUFACTURED HOUSING CREDIT CORP.
Type or Print Above Signature on Above Line

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$

If this statement is to be recorded in land records check here ☐

This financing statement Dated 30 MARCH XX, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. DEBTOR

Name RACERS INC T/A RUMBLEFISH

Address 7954 B&A BLVD. SUITE G-L, GLEN BURNIE, MD 21060

2. SECURED PARTY

Name The Bank of Glen Burnie

Address Drawer 70, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) 30 MARCH XX, 1995

4. This financing statement covers the following types (or items) of property: (list)

ALL OF THE DEBTORS' EQUIPMENT AND FIXTURES, TOGETHER WITH ALL ADDITIONS, PARTS, FITTINGS, ACCESSORIES, SPECIAL TOOLS, ATTACHMENTS AND ACCESSORIES NOW AND HEREAFTER AFFIXED THERETO AND/OR USED IN CONNECTION THEREWITH, ALL REPLACEMENTS THEREOF AND SUBSTITUTION THEREOF.

RECORD FEE 12.00

NOTARIAL FEE .50

8344630 C263 R01 T13:27

04/01/92

MARY M. ROSE

3A CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

RACERS INC T/A RUMBLEFISH

BY:

(Signature of Debtor)

JOANDE S. VALENTINE, PRESIDENT

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

STEPHEN G. BOYD

SENIOR VICE PRESIDENT

Type or Print Above Signature on Above Line

286033

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code | 3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

2 Secured Party(ies) and address(es)

For Filing Officer (Date, Time, Number, and Filing Office)

J. Gary Van Nest
Dee T. Van NestKeystone Industries
836 Ritchie Hwy
Severna Park MD 21746

RECORD FEE 12.00

POSTAGE .50

#344810 C263 R01 T13:54

4 This financing statement covers the following types (or items) of property:

Filter Queen Complete

5 Assignee(s) of Secured Party and Address(es) 04/01/92

Security Pacific Corp
Financial District
2568 A Riva Rd #101
Annapolis, Md. 21401This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)☐ already subject to a security interest in another jurisdiction when it was brought into this state.☐ which is proceeds of the original collateral described above in which a security interest was perfectedCheck ☒ if covered ☐ Proceeds of Collateral are also covered ☐ Products of Collateral are also covered No. of additional Sheets presented

Filed with:

By J. Gary Van Nest
Dee T. Van Nest
Signature(s) of Debtor(s)By Keystone Industries
[Signature]
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here ☐

This financing statement Dated March 1, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Woodstove Johnny's of Severna Park, Inc.Address 417 Ritchie Highway, Severna Park, Maryland 21146

2. SECURED PARTY

Name Michael A. LanasaAddress 229 Edridge DriveCatonsville, Maryland 21228

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All inventory, accounts receivable, furniture, fixtures, equipment 11.00
and all other tangible or intangible assets of the Debtor.

POSTAGE .50

#144880 0263 R01 T13:58

04/01/92

MARY M. ROSE

MD CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☒ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

417 Ritchie Highway, Severna Park, Maryland 21146☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Gilbert Mason
(Signature of Debtor)

Gilbert Mason

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Michael Lanasa
(Signature of Secured Party)

Michael Lanasa

Type or Print Above Signature on Above Line

UNIFORM COMMERCIAL CODE — FINANCING STATEMENT

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

Maturity Date (if any):

1. Debtor(s) Name (Last Name First)

Cave Air Systems

Hubert L. Cave, III

2. Debtor(s) Complete Address(es)

Cave Air Systems

5461 South Maryland Blvd.

Suite 9

Lothian, Md. 20711;

Herbert L. Cave, III 2612 Nemo Ct

Bowie, Md. 20716

3 & 4. Secured Party(ies) and Complete Address(es)

Sheet Metal Workers' Local Union

16, 100 Washington, D.C. Area

Health, Pension, Vacation & Apprentices Fund

4725 Silver Hill Road

Baltimore, Maryland 20746

5. & 6. Assignor(s) of Secured Party(ies) and Complete Address(es)

See questions 3 & 4

This financing statement covers the following types (or items) of property: (Describe)

RECORD FEE

34.00

POSTAGE

.50

All inventory of Debtor, whether now owned or hereinafter acquired; all equipment of Debtor, including but not limited to Lockformer Pitt's Machine, serial #8411; Lockformer Snaplock Machine, serial #3712; Lockformer Bar Slip Machine, serial #SC1455; Lock Former Quick Lock, serial #QL24-146; Wysong Power Shear, serial #P112-116; D&K Hand Brake, serial #36411; Lockformer Bandsaw, serial #1892; Lockformer Slip & Drive Machine, serial #11051; Gripnail Machine, serial #CAS1; 2 Miller MIG Welding Machines, serial #'s CAS2 and CAS3; Miller Gas Welder, serial #CAS4; Lockformer Power Edger, serial #BTF258; Engel Power Cleat Bender, serial #CAS5; all other equipment of debtor, whether now owned or hereinafter acquired; all accounts of Debtor, whether now existing or hereafter arising; all other goods, all fixtures, instruments, chattel paper, documents, general intangibles (including without limitation, all patents, patent applications, copyrights, trademarks, trade secrets, trade names, customer lists, permits, licenses, franchises and the right to use Debtor's name), and all other personal property and fixtures of Debtor, whether now owned or hereinafter acquired; together with all accessions, accessories, attachments, parts, equipment, and repair now or hereafter attached or affixed to or used in connection with any of the foregoing property, all substitutions and replacements for and products of any of the foregoing property, and proceeds of any and all of the foregoing property.

9a. ☒ Proceeds are also covered.8b. ☒ Products of collateral are also covered.

No. of additional sheets presented. (7)

Filed with Circuit Court Clerk of Anne Arundel

County; Other

9. Transaction is (), is not (X), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$

10. This statement is to be returned after recordation to:

Slevin & Hart, P.C.

1625 Massachusetts Ave., N.W. Suite 600

Washington, D.C. 20036 Attn: David Harper

Signature(s) of Debtor(s)

See attached Security Agreement

by See attached Security Agreement

SECURITY AGREEMENT

This is a Security Agreement by and between Hubert L. "Butch" Cave, III and Cave Air Systems (hereinafter individually and collectively called "Debtor") and Sheet Metal Workers Union No. 100 Washington Area Health, Pension, Apprentice and Vacation Funds, (hereinafter called "the Funds").

1. To secure to Funds (a) the payment of the Note (as hereinafter defined) together with interest and all other charges as provided in the Note; (b) the payment of all costs and expenses including attorneys' fees as provided in the Note, and of all monies which may be advanced as herein provided for the protection of the security interest of the Funds in the Collateral (as hereinafter defined), with interest at the rate provided in the Note on all such costs and sums so advanced from the date of such advance; and (c) the performance of all covenants and agreements of the Debtor contained in this Security Agreement and the Note; Debtor hereby grants to Funds a security interest in the Collateral (as hereinafter defined).

The term "Note" means the indebtedness, obligations and liabilities evidenced as follows, including all renewal, extensions and modifications thereof and substitutions therefor:

Note dated September 28, 1990 between the Funds and Hubert L. "Butch" Cave, III and Cave Air Systems, attached hereto and incorporated herein by reference.

The term "Collateral" means all inventory of Debtor, whether now owned or hereinafter acquired; all equipment of Debtor, including but not limited to Lockformer Pitt's Machine, serial #8411; Lockformer Snaplock Machine, serial #3712; Lockformer Bar Slip Machine, serial #SC1455; Lock Former Quick Lock, serial #QL24-146; Wysong Power Shear, serial #P112-116; D&K Hand Brake, serial #36411; Lockformer Bandsaw, serial #1892; Lockformer Slip & Drive Machine, serial #11051; Gripnail Machine, serial #CAS1; 2 Miller MIG Welding Machines, serial #'s CAS2 and CAS3; Miller Gas Welder, serial #CAS4; Lockformer Power Edger, serial #BTF258; Engel Power Cleat Bender, serial #CAS5 (valued in the aggregate at \$63,300); all other equipment of debtor, whether now owned or hereinafter acquired; all accounts of Debtor, whether now existing or hereafter arising; all other goods, all fixtures, instruments, chattel paper, documents, general intangibles (including without limitation, all patents, patent applications, copyrights, trademarks, trade secrets, trade names, customer lists, permits, licenses, franchises and the right to use Debtor's name), and all other personal property and fixtures of Debtor, whether now owned or hereinafter acquired; together with all accessions, accessories, attachments, parts, equipment, and repair now or hereafter attached or affixed to or used in connection with any of the foregoing property, all substitutions and replacements for and products of any of the foregoing property, and proceeds of any and all of the foregoing property.

2. Debtor represents, warrants and covenants that Debtor Hubert L. "Butch" Cave's residence is located at _____

2612 NEMO CT., BOWIE, MD. 20716

Debtor Cave Air Systems' office address is _____

5463 So. Maryland Blvd, Suite 9, Lethian, Md 20711 (M)
3361 "T" 75th AVENUE, LANDOVER, MD 20785 (M)

The collateral will be kept at _____

5463 So. Maryland Blvd, Suite 9, Lethian, Md 20711 (M)
3361 "T" 75th AVENUE, LANDOVER, MD 20785 (M)

The collateral will be attached or affixed to the following described real estate: _____

The record owner of the described real estate is _____

Ralph S. Dwyer

Debtor will not change its name, the location of its residence or chief executive office, or the location of the Collateral or any part thereof without giving the Funds at least 30 days prior written notice.

3. Debtor is the owner of, or will become the owner of, the Collateral, free from all liens, security interests and encumbrances, except those in favor of the Funds and those previously disclosed to the Funds in Writing. Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest in the Collateral.

4. No financing statement, security agreement or notice of lien covering any of the Collateral is on file in any public office, except those in favor of the Funds and those previously disclosed to the Funds in writing. Debtor will execute such financing statements and other instruments and perform such acts as the Funds may require, including, without limitation, delivery of possession of Collateral to the Funds, to create and perfect the security interest granted herein, and will pay all filing and recording costs.

5. Debtor will insure the Collateral with insurers acceptable to the Funds against such casualties and in such amounts as the Funds shall require. All policies shall include a standard loss payable clause without contribution in favor of the Funds as its interest may appear, and shall provide for at least ten days prior written notice of cancellation to the Funds. Debtor shall furnish the Funds with certificates of such insurance or other evidence

satisfactory to the Funds of compliance with the provisions of the paragraph. Debtor appoints the Funds as its attorney-in-fact to make, adjust and settle claims under such insurance policies and to endorse the Debtor's name on any drafts drawn by insurers.

6. Debtor will keep the Collateral free from any adverse lien, security interest or encumbrance, and in good order and repair, will pay promptly all taxes and assessments with respect thereto, will not suffer the revocation or suspension of any registration certificate for any of the Collateral, and will not use the Collateral illegally or in violation of any insurance policy. The Funds may examine and inspect the Collateral at any time wherever located.

7. Debtor will keep accurate books, records and accounts with respect to the Collateral, and with respect to the business of Debtor, and will make the same available to the Funds at its request for examination and inspection.

8. Debtor is not, or will not be, in violation of any statute, rule, regulation, or ordinance of any governmental entity which materially and adversely affects the Collateral or Debtor's business, property, assets, operations, or condition, financial or otherwise.

9. If Debtor at any time fails to perform or observe any covenant or condition of this Security Agreement, the Funds may, but need not, perform or observe such covenant or condition on behalf of Debtor, and may, but need not, take any and all other actions which the Funds may reasonably deem necessary to cure or correct such failure to protect its interests in the Collateral (including, without limitation, the payment of taxes, the satisfaction of liens or encumbrances, the procurement and maintenance of insurance, the procurement of repairs), and Debtor shall pay the Funds the amount of all monies expended, including reasonable attorneys' fees, in connection with the Funds' performing or observing such covenants or conditions or taking such actions, together with interest thereon at the rate provided in the Note.

10. Debtor will not sell, lease, or otherwise dispose of any inventory included as Collateral other than in the ordinary course of its business at prices constituting the fair market value of such inventory. Debtor will not sell, lease or otherwise dispose of any Collateral other than inventory without the prior written consent of the Funds.

11. As long as no event of Default has occurred and is continuing, Debtor may receive and collect all sums due Debtor with respect to any accounts, instruments, chattel paper or general intangibles included as Collateral. Upon an event of Default, at the Funds' option, the Funds may notify any account debtor or other obligor with respect to any accounts, instruments, chattel paper or general intangibles included as Collateral that such accounts,

instruments, chattel paper or general intangibles have been assigned to the Funds as security and that payments with respect thereto shall be paid directly to the Funds. At the Funds' request, Debtor will so notify such account debtors or other obligors and will indicate on all invoices to such account debtors or other obligors that the amount due is payable directly to the Funds. At any time after such notice is given to an account debtor or other obligor, the Funds may, but need not, in its own name or Debtor's name, demand, sue for, collect or receive any money or property at any time payable on account of any such account, instrument, chattel paper or general intangible, or grant any extension to, make any compromise or settlement with or otherwise agree to waive, modify, amend or change the obligations of any such account debtor or other obligor without incurring any liability to Debtor. If, after such notice to any account debtor or other obligor, Debtor receives any payments from any such account debtor or other obligor, Debtor shall immediately deliver such payments to the Funds in the form received with Debtor's endorsement if necessary, and until so delivered Debtor will hold such payments in trust for the Funds and will not commingle such payments with any funds of Debtor.

12. If securities (as that term is defined in the Uniform Commercial Code) are included as Collateral and if the Debtor shall become entitled to receive or shall receive, in connection with any of the securities, any (a) security, including, without limitation, any security representing a stock dividend or in connection with any increase or reduction of capital, reclassification, merger, consolidation, sale of assets, combination of shares, stock split, spin-off or split-off; (b) option, warrant, or right, whether as an addition to or in substitution or in exchange for any of the securities included as Collateral or otherwise; (c) dividend or distribution payable in property, including securities issued by one other than the issuer of any of the securities included as Collateral; or (d) dividend or distribution of any sort; then the Debtor shall accept the same as the Funds' agent, in trust for the Funds, and shall deliver them forthwith to the Funds in the exact form received with, as applicable, the Debtor's endorsement when necessary, or appropriate stock powers duly executed in blank, to be held by the Funds, subject to the terms hereof, as part of the Collateral; provided, however, unless an event of Default shall have occurred and be continuing, the Debtor shall be entitled to receive for its own use cash dividends on the securities paid out of earned surplus and securities purchased with cash dividends pursuant to a dividend reinvestment program. Upon the occurrence of an event of Default, the Funds may require any such cash dividends or securities purchased with such cash dividends to be delivered to the Funds as additional collateral hereunder or applied toward the payment of the Note.

13. If securities (as that term is defined in the Securities Act of 1933, as amended, and applicable state securities laws) are included as Collateral, the Debtor recognizes that the Funds may be unable to effect a public sale of all or part of such securities

because of certain restrictions contained in such laws, but may be compelled to resort to one or more private sales to a restricted group of purchasers who will be obliged to agree, among other things, to acquire all or a part of the securities for their own account, for investment and not with a view to the distribution or resale thereof. The Debtor acknowledges and agrees that any private sale so made may be at prices and on other terms less favorable to the seller than if such securities were sold at public sale, and that the Funds have no obligation to delay the sale of such securities for the period of time necessary to permit the registration of such securities for public sale under any securities laws. The Debtor agrees that a private sale or sales made under the foregoing circumstances shall be deemed to have been made in a commercially reasonable manner. Debtor agrees that it will make available, and allow dissemination of, any and all financial and other information concerning the securities Funds might deem appropriate in connection with the sale, and will provide whatever assistance the Funds deems appropriate to assure that such sale complies with applicable laws.

14. Each of the following shall constitute an event of default ("Default") under this Security Agreement: (a) any default in the payment of principal or interest or any other amount due under the Note when such payment is due; or (b) any default in the performance or observance of, or under the terms of, any warranty, covenant or other provision of the Note or this Security Agreement, including but not limited to any "Default" as that term is defined by the Note, or in the payment of any other amount secured by this Security Agreement.

15. In the event of Default, in addition to all other remedies available to the Funds, the Funds may exercise any and all of the rights and remedies available upon default to a secured party under the Uniform Commercial Code. The Funds may require the Debtor to assemble the Collateral and make it available to the Funds at a place to be designated by the Funds which is reasonably convenient to both the Funds and the Debtor. Any requirements for reasonable notice shall be met if such notice is mailed, postage prepaid, to Debtor at Debtor's address as indicated in this Security Agreement or at such other address of which the Funds shall have received notice, at least five (5) days prior to the time of sale, disposition or other event or thing giving rise to the requirement of notice.

16. Debtor agrees that the Funds, without notice to or further consent of Debtor, may release or discharge any persons who are or may become liable for the payment of the Note or release or discharge any other collateral for the payment of the Note, and that any such release or discharge shall not alter, modify, release or limit the liability of the Debtor under, or the validity and enforceability of, this Security Agreement.

17. The rights and remedies of the Funds under this Security Agreement, the Note, and applicable law shall be cumulative and

concurrent, and the exercise of any one or more or them shall not preclude the simultaneous or later exercise by the Funds of any or all such other rights and remedies. In the event any provision of this Security Agreement is held to be invalid, illegal, or unenforceable for any reason, then such provision only shall be deemed null and void and shall not affect any other provisions of this Security Agreement, which shall remain effective. No modification or waiver of any provision of this Security Agreement shall be effective unless it is in writing and signed by the Funds, and any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given. The failure of the Funds to exercise their option to accelerate the Note, or to exercise any other option or remedy, in any one or more instances, or the acceptance by the Funds of partial payments or partial performance, shall not constitute a waiver of any Default or the right to exercise any option or remedy at any time. The nouns, pronouns, and verbs used in this Security Agreement shall be construed as being of such number and gender as the context may require.

18. All terms not otherwise defined, including, without limitation, the terms used to describe the types of Collateral, shall have the meanings assigned to them by the Uniform Commercial Code.

19. This Security Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.

WITNESS the following signatures and seals:

Creditor:

SHEET METAL WORKERS UNION NO. 100
WASHINGTON AREA HEALTH FUND

By: [Signature]

Name: Lester C. Wicklein

Title: Trustee

By: [Signature]

Name: Charles Mankin, Jr.

Title: Trustee

SHEET METAL WORKERS UNION NO. 100
WASHINGTON AREA PENSION FUND

By: [Signature]

Name: Lester C. Wicklein

Title: Trustee

By: [Signature]

Name: Charles Mankin, Jr.

Title: Trustee

SHEET METAL WORKERS UNION NO. 100
WASHINGTON AREA APPRENTICE FUND

By: Robert B. Gawne
Name: Robert B. Gawne
Title: Trustee

By: Charles F. Henson
Name: Charles F. Henson
Title: Trustee

SHEET METAL WORKERS UNION NO. 100
WASHINGTON AREA VACATION FUND

By: Lester C. Wicklein
Name: Lester C. Wicklein
Title: Trustee

By: Charles Mankin, Jr.
Name: Charles Mankin, Jr.
Title: Trustee

Debtor:

CAVE AIR SYSTEMS

By: Hubert L. Cave II
Name: Hubert L. Cave II
Title: President

HUBERT L. "BUTCH" CAVE

Hubert L. Cave II

AA Co.

BOOK 579 PAGE 140

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 280860 Dated 5/11/90

Record Reference Book 555 Page 473

2. DEBTOR:

Name: Paramount Packing & Rubber, Inc.
(Last Name First) RECORD FEE 10.00

ADDRESS: 4012 Belle Grove Road - Baltimore, Maryland 21225 POSTAGE .50

M345480 0263 R01 114:23

3. SECURED PARTY IS:

NAME: Signet Bank/Maryland MAY 11 1990

ADDRESS: Baltimore & St. Paul Streets - Baltimore, MD 21203 AA CO. CIRCUIT COURT

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return the same to the party designated below:

RETURN TO: DEBTOR'S ADDRESS

* SEE ABOVE

SECURED PARTY

SIGNET BANK/MARYLAND

BY: *Clifton E. Fitchburg* (TITLE)

Assistant Vice President

DATED: MARCH 21, 1991

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	For Filing Officer (Date, Time and Filing Office) BOOK 579 PAGE 141
Encore Computer Corporation 6901 West Sunrise Boulevard Fort Lauderdale, FL 33313	The Industrial Bank of Japan, Limited, New York Branch 245 Park Avenue New York, NY 10167-0037	RECORD FEE 10.00 POSTAGE .50 #345510 C263 R01 T14:27
4. This statement refers to original Financing Statement bearing File No. <u>554-324</u> Filed with <u>Ann Arundel County, MD</u> Date Filed <u>4/10</u> 19 <u>90</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.		
6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above to the property described in Item 10 have <u>04/02/92</u>		
7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have <u>MARY M. ROSE</u>		
8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. <u>AS CO. CIRCUIT COURT</u>		
9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10. All of Debtor's present and future personal property of every kind, nature and description and wherever located, including but not limited to, all accounts, inventory, equipment, and general intangibles, all as more fully described on Rider A attached hereto, and all proceeds of all the foregoing.		
Assigned to: EFI International Inc. 6 East 43rd Street New York, NY 10017		
Encore Computer Corporation		No. of additional Sheets presented: <u>1</u>
By: <u>10/50</u>		The Industrial Bank of Japan, Limited, New York Branch
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).		By: <u>[Signature]</u>
(1) Filing Officer Copy - Alphabetical		Signature(s) of Secured Party(ies) Kazuo Momiyama - Sr. V.P.

STANDARD FORM - FORM UCC-3

RIDER A TO UCC-3 FINANCING STATEMENT BETWEEN
ENCORE COMPUTER CORPORATION, AS DEBTOR AND
EFI INTERNATIONAL INC., AS SECURED PARTY

All of Debtor's present and future personal property of every kind, nature and description, wherever located, and to the full extent of Debtor's interests therein, including but not limited to: all machinery, equipment, office machinery, furniture, fixtures, conveyors, tools, materials, storage and handling equipment, parts, computer equipment and hardware, including central processing units, terminals, drives, memory units, printers, keyboards, screens, peripherals and input or output devices, automotive equipment, trucks, stamps, motor vehicles and other equipment of every kind and nature, together with all additions and accessions thereto, all replacements and all accessories and parts therefor, all manuals, blueprints and other operating documents, warranties and records in connection therewith, all rights against suppliers, warrantors, manufacturers, sellers or others in connection therewith, and together with all substitutes for any of the foregoing; trade secrets and other proprietary information; trademarks, tradenames and trademark applications, service marks, business names, logos and the goodwill of the business relating thereto; copyrights and copyright applications (including without limitation copyrights or computer programs) and all tangible property embodying the copyrights, unpatented inventions (whether or not patentable); designs; patent applications and patents; license agreements relating to any of the foregoing and income therefrom; books, records, computer tapes or disks, licenses, technology, intellectual property, know-how, flow diagrams, specification sheets, source codes, object codes, and other physical manifestations of the foregoing; all inventory of every kind and nature, including but not limited to raw materials, work in progress, finished goods, all goods in transit to Debtor, goods consigned to Debtor to the extent of its interest therein as consignee, materials and supplies of any kind, nature or description which are or might be used in connection with the packing, shipping, display, advertising, selling or finishing of any such goods; all accounts, contract rights, general intangibles, promissory notes, chattel paper, documents, all tax refunds and rights to receive tax refunds, bonds, certificates and policies of insurance and insurance proceeds, royalties, licenses, customer lists, rights of indemnification, contribution and subrogation, leases, drafts, computer tapes, programs and software, computer service contracts, goodwill, deposits, causes of action, choses in action, judgments, blueprints, plans and all other general intangibles and claims against third parties of every kind or nature; investment securities, notes, drafts, acceptances, letters of credit and rights to receive proceeds of letters of credit, instruments and deposit accounts, book accounts, credits and reserves and all forms of obligations whatsoever owing; all instruments, all documents and documents of title representing any of the foregoing, and all rights in any merchandise or goods which any of the same may represent; all books, ledgers, files and records with respect to any of the foregoing, together with all right, title, security and guaranties with respect to any of the foregoing, including any right of stoppage in transit; and the proceeds and products of all the foregoing.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MADGEN & SALTON ENTERPRISE, INC.
D/B/A DORSEY ROAD TEXACO
Address 1356 DORSEY ROAD, HANOVER, MD 21076

2. SECURED PARTY

Name THE COCA-COLA COMPANY
Address 310 NORTH AVENUE
ATLANTA, GEORGIA 30313

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property: (list) _____

0004387597-23672

RECORD FEE 11.00
#345570 E263 R01 T14:39
COCA-COLA FINANCIAL CORP.
P.O. DRAWER 1734
ATLANTA, GEORGIA 30301 04/02/92
MARY H. ROSE

SEE EXHIBIT A

AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☐ (Proceeds of collateral are also covered)
- ☐ (Products of collateral are also covered)

(Signature of Debtor)

MADGEN & SALTON ENTERPRISE, INC.
D/B/A DORSEY ROAD TEXACO

Type or Print Above Name on Above Line

(Signature of Debtor)

Jeffrey G. Salton, V.P./Sec.

Type or Print Above Signature on Above Line

(Signature of Secured Party)

THE COCA-COLA COMPANY

Type or Print Above Signature on Above Line

COCA-COLA USA
DIVISION OF
THE COCA-COLA-COMPANY

BOOK 579 PAGE 144

0004387597-23672

SECURITY AGREEMENT AND NOTE

EXHIBIT A

THE PROPERTY LISTED BELOW ARE ADDED TO THE PROPERTY LISTED IN SECTION 1
OF THE SECURITY AGREEMENT AND NOTE AND CONSTITUTE PART OF SAID COLLATERAL

QUANTITY	MODEL	SERIAL NO	DESCRIPTION
1			ICE COMBO
1			CARBONATOR
1			HI/LO REG.
6			BIB PUMPS
1			BIB RACK

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name New Home Entertainment, Inc. DBA Audio BuysAddress 10890 Lee Highway, Fairfax, VA 22030 CONT'D

2. SECURED PARTY

Name Boston Acoustics, Inc.Address 70 Broadway, Lynnfield, MA 01940

Person And Address To Whom Statement Is To Be Returned If Different From Above.

O'Cieran & Middlebrook, Inc. 35 Fern Street, Burlington, VT 05401

3. Maturity date of obligation (if any) _____

RECORD FEE 10.00

POSTAGE .50

4. This financing statement covers the following types (or items) of property: (list)

All inventory of goods and merchandise now held or hereafter acquired bearing the trademark(s)

"BOSTON ACOUSTICS" either singly or in combination with any other word or words, together with all accessions or additions thereto, and all accounts, contract rights, documents, instruments, general

intangibles and chattel paper of DEBTOR now existing or hereafter arising out of or with respect to such inventory and all proceeds of the foregoing.

Name and address of Assignee

MARY M. ROSE

AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☒ (Products of collateral are also covered)Sheldon W. Atkinson 3/1/92

(Signature of Debtor)

New Home Entertainment, Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

12.50

Joseph M. H. / G. H. H.

(Signature of Secured Party)

Boston Acoustics, Inc.

Type or Print Above Signature on Above Line

New Home Entertainment, Inc.
DBA Audio Buys

Additional DBAs:

Additional Locations of Collateral:

929 Fairlawn Ave., Laurel, MD 20810
837-A Rockville Pike, Rockville, MD 20852
1504 University Blvd., Langley Park, MD 20783
150 N. Jennifer Rd., Annapolis Plaza, Annapolis, MD 21401
6712 Franconia Rd., Springfield, VA 22150
3444 Fairfax Dr., Arlington, VA 22201
7263 Arlington Blvd., Falls Church, VA 22042

(Anne Arundel County)

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No 454

Page No 355

Identification No 244424

Dated August 26, 1991

1. Debtor(s): Colonial Baby Basket Company, Inc.
1503-C Berkley Court
Harwood, Anne Arundel County, Maryland 20776

2. Secured Party: Small Business Administration
10 N. Calvert Street, 3rd Floor
Baltimore, Maryland 21202

3. Maturity Date (if any): N/A

4. Check Applicable Statement:

<p>A. Continuation () :</p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release () :</p> <p>From the collateral described in financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment () :</p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other (X) :</p> <p>(Indicate whether amendment, termination, etc.)</p> <p>TERMINATION</p>

Dated: 08/28/91

SMALL BUSINESS ADMINISTRATION

Secured Party

Nicole Porter
Signature of Secured Party

NICOLE PORTER DISTRICT COUNSEL
Name & Title

PLEASE RETURN TO DEBTOR.

15

1239-10

STATE OF MARYLAND
BOOK 579 PAGE 148
FINANCING STATEMENT FORM UCC-1 Identifying File No. 286038

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 3/20/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Maryland Financial Resources, Inc.
Address 744 Dulany Valley Rd Ste 9 Towson, Maryland 21204

2. SECURED PARTY

Name Credential Leasing Corporation
Address P.O. Box 5967 2525 N. 7th St Harrisburg, PA. 17110

Person And Address To Whom Statement Is To Be Returned If Different From Above.
RECORD FEE 11.00
#346340 0263 R01 T09:44

3. Maturity date of obligation (if any) 04/03/92

4. This financing statement covers the following types (or items) of property: (list)

(1) 1030/3070 AT+T Merlin Key Service Unit
10 line, 30 station etl.

Name and address of Assignee
MARY M. ROSE
AA ED. CIRCUIT COURT

- (5) CO Line Card, Five Line Capacity
(2) Station Card, Ten Phone Capacity
(1) BIS-34 D AT+T Switched Loop Attendant Console, 34 Line Buttons
(10) BIS-10 AT+T Speakerphone Sets, 10 Line Buttons
(10) 4 Pair Cables with Jack Terminations

C/S IC Not Subject To Recordation Tax
CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

11
☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Maryland Financial Resources, Inc.

G. William De Santis II
(Signature of Debtor)

G. William De Santis II Pres.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credential Leasing Corp.

Ruth Cohen VP

(Signature of Secured Party)

RUTH COHEN

Type or Print Above Signature on Above Line

AMENDMENT OF FINANCING STATEMENT

228584

This statement is presented to a filing officer pursuant to the Uniform Commercial Code.

BOOK

579 PAGE 149

1. DEBTOR and Address (Last Name First) Sykes Machining Corp. 555 East Park Court Glen Burnie, Maryland 21061	2. SECURED PARTY and Address FIRST AMERICAN BANK OF MARYLAND 8001 GEORGIA AVENUE SILVER SPRING, MARYLAND 20910 25 W. Chesapeake Avenue Towson, Maryland 21204
3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)	4. RETURN TO: First American Bank of Maryland 25 W. Chesapeake Avenue Towson, Maryland 21204

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. _____ ID #283245 _____ Date _____ March 21, _____, 19 91

Record Reference _____ Book #566 Page #209

RECORD FEE

10.00

POSTAGE

.50

#346510 C263 R01 T10:41

04/03/92

6. Item No. 1 of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows:

TO CORRECT LANGUAGE TO NOW READ AS FOLLOWS:

AA CO. CIRCUIT COURT

All inventory of Debtor, whether now owned or hereafter acquired;
All equipment of Debtor, whether now owned or hereafter acquired;
All accounts of Debtor, whether now existing or hereafter arising;
together with all accessions, accessories, attachments, parts, equipment, and repairs now or hereafter attached or affixed to or used in connection with any of the foregoing property, all substitutions and replacements for and products of any of the foregoing property, and proceeds of any and all of the foregoing property.

Milling Machine MATSUURA MD-800V, S/N 8565051 with the YASNAC MX-2 Control S/N S5619018 with 490 feet of Memory and G25 Program Copy

ALSO CHANGE OF ADDRESS AS FOLLOWS:

FROM: Sykes Machining Corp.
555 East Park Court
Glen Burnie, Maryland 21061

TO: Sykes Machining Corp.
550 Crain Highway, Building #16
Glen Burnie, Maryland 21061

Dated this 30th day of March, 19 92

DEBTOR:

SECURED PARTY:

SYKES MACHINING CORP.

FIRST AMERICAN BANK OF MARYLAND

By: Raymond L. Sykes PRES. (Title)By: M. Neil Brownawell, II (Title)

Raymond Sykes, President

M. Neil Brownawell, II, Vice President

045-1383 Rev. 8/83, UCC 5

Recordation taxes originally paid in 3/91.

286039

FINANCING STATEMENT

This Financing Statement is to be filed with the State Department of Assessments and Taxation and Financing Statement Records of Anne Arundel County, Maryland, pursuant to the provisions of the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR:

POWER COMPONENT SYSTEMS, INC.
7526 CONNELLEY DRIVE
SUITE "R"
HANOVER, MARYLAND 21076

2. NAME AND ADDRESS OF SECURED PARTY:

ALEX F. SCHMIDT
c/o POWER COMPONENT SYSTEMS, INC.
7526 CONNELLY DRIVE
SUITE "R"
HANOVER, MARYLAND 21076

RECORD FEE 11.00
POSTAGE .50
#644250 C603 R04 T12:01
04/03/92

3. This Financing Statement covers an undivided one-half (1/2) interest in all of the following:

MARY H. ROSE
J.A. CO. CIRCUIT COURT

a. Equipment, fixtures and furniture now owned or hereafter acquired by the Debtor, together with all replacements thereof, all attachments, accessories, parts, equipment and tools belonging thereto or for use in connection therewith, now or hereafter installed thereon or affixed thereto.

b. Inventory and supplies now owned or hereafter acquired by the Debtor, and all proceeds thereof.

c. Accounts receivable now existent or hereafter created by the Debtor, and all proceeds thereof.

4. This transaction is exempt from the recordation tax.


Principal amount of this debt is Two Hundred Thousand (\$200,000) Dollars due Secured Party pursuant to the terms and conditions of that certain Deferred Compensation Agreement by and between the Debtor and Secured Party of even date.

DATED: April 30, 1991

DEBTOR SIGNATURE:

SECURED PARTY SIGNATURE:

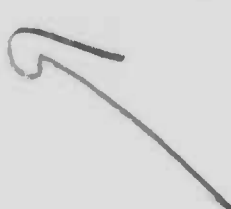
POWER COMPONENT SYSTEMS, INC.,
a Maryland Corporation

BY: 
DAVID A. LEACH, President


ALEX F. SCHMIDT

After recordation, please return to:

MANIS, SNIDER, BUCK AND MIGDAL, CHARTERED
23 WEST STREET
P.O. BOX 2400
ANNAPOLIS, MARYLAND 21404



Financing Statement Records
of Anne Arundel County, Maryland

286054

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. To Be Recorded In The:

a. Financing Statement Records of the Maryland State Department of Assessments and Taxation.

b. Financing Statement Records of Anne Arundel County, Maryland.

c. Land Records of Anne Arundel County, Maryland.

2. Name and Address of Debtor:

Kimbar, Inc., 1012 South Crain Highway, Glen Burnie, Maryland

3. Name and Address of Secured Party:

Central Auto Parts, Inc., c/o Elizabeth Mack, 3397 Littleton Ave, 4-
G, Pasadena, Maryland 21122

RECORD FEE 13.00

STATE .50

#644310 C603 R04 T13:12

04/03/92

4. This Financing Statement covers all of the following property of the Debtor:

a. **Inventory.** All of the Debtor's inventory both now owned and hereafter acquired, wherever located, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

b. **Accounts.** All of the Debtor's accounts (including, without limitation, all notes, notes receivable, drafts, acceptances, and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

c. **General Intangibles.** All of the Debtor's general intangibles (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks, and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

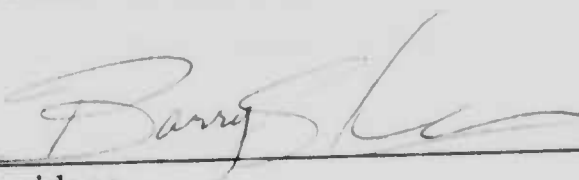
d. **Chattel Paper.** All of the Debtor's chattel paper both now owned and hereafter existing, acquired, or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected, or

repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods. Additionally, all property and goods both now owned and hereafter acquired by the Debtor which are sold, leased, secured, are the subject of, or otherwise covered by, the Debtor's chattel paper, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

e. **All Equipment And Fixtures.** All of Debtor's equipment and fixtures, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments, and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof. All such fixtures are or will be attached to the real property known as 1012 Crain Highway, Glen Burnie, Anne Arundel County, Maryland, and the record owner of such real property is Thomas W. Fine and Richard A. Fine.

5. Subject to recordation tax on the principal amount of \$ 196.00, which recordation has been paid to the Clerk of the Circuit Court for Anne Arundel County.

DEBTOR: Kimbar, Inc.

By:  (SEAL)
President

Return To:

Robert W. Warfield
4 Evergreen Road
Severna Park, Maryland 21146

R:475111c.fs
(3/30/92)

RECORDATION TAX CERTIFICATE

The undersigned hereby certifies that the books and records of Kimbar, Inc., ("Debtor") show the following values for property which secures a total debt of

\$ 123,500 to Central Auto Parts, Inc.
(A)

\$ 173,500 value of inventory, contract rights and other
(X) exempt property

\$ 223,500 total value of all property covered by
(Y) financing statement

$$(X) / (Y) = \frac{77.6}{(B)} \%$$

Therefore, the amount of debt exempt from recordation tax is computed as follows, in accordance with the advice of the Maryland Attorney General's office:

$$\frac{\$ 123,500.00}{(A)} \times \frac{77.6}{(B)} = \$ \frac{95,871.00}{(C)}$$

and the total amount of debt subject to tax upon the filing of financing statements submitted herewith, is \$ 27,629.00 ($\frac{\$ 123,500.00}{(A)} - \frac{\$ 95,871.00}{(C)}$)

KIMBAR, INC., Debtor

March 30, 1992
Date

Barry Levin (SEAL)
By: Barry Levin, President

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Brian M. Cuffley Shawn R. Skroski
Address A-38 Clark Road, Jessup, MD 20794

2. SECURED PARTY

Name Royal Finance of Pennsylvania, Inc.
Address 4701 Devonshire Road, Suite 105
Harrisburg, PA 17109
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1983 Schult 14 x 60 Serial No. E189445

and including all furniture, fixtures, appliances, and appurtenances therein and thereto; including, but not limited to those items specified on the manufacturers invoice and/or purchase agreement and/or retail installment contract or installment loan agreement. "This financing statement does not apply to non-purchase household goods as defined at 16 CFR 444.(i) or the state law equivalent statute."

RECORD FEE 12.00
Name and address of Assignee
Green Tree Acceptance, Inc. .50
Two Green Tree Centre, Suite 220
Marlton, NJ 08053
04/03/92

AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☒ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☐
- (Proceeds of collateral are also covered)
-
- ☐
- (Products of collateral are also covered)

Brian M. Cuffley
(Signature of Debtor)

Type or Print Above Name on Above Line

Shawn R. Skroski
(Signature of Debtor)
Type or Print Above Signature on Above LineShawn R. Skroski for Green Tree
(Signature of Secured Party) Acceptance

Type or Print Above Signature on Above Line

286055

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es)	2. Secured Party(ies) and Address(es)
ROSSBACK, ROBERT H. 1515 GOVERNORS BRIDGE ROAD DAVIDSONVILLE, MD 21035	FORD NEW HOLLAND CREDIT CO. PO BOX 36387 RICHMOND, VA 23235
For Filing Officer (Date, Time, Number and Filing Office)	

RECORD FEE 11.00

#346670 D263 R01 113:17

3. This Financing Statement covers the following types (or items) of personal property:

04/03/92

1 NEW FORD TW5 TRACTOR, SER.#A924298.

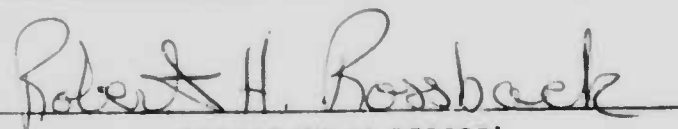
MARY M. ROSE

Check if covered: ☐ Proceeds of collateral covered ☐ Products of collateral covered AA CO. CIRCUIT COURT

4. This transaction is exempt from the Recording Tax.

"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"

Filed with:


(SIGNATURE OF DEBTOR)
ROBERT H. ROSSBACK

(SIGNATURE OF DEBTOR)

FORD NEW HOLLAND CREDIT CO.

(NAME OF SECURED PARTY)

BY:

CHRIS HANBURGER

FMCC JUN 94 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED

PRINTED IN U.S.A.

11

286041

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address 407 S. Crain Highway, Ste. 200B, Glen Burnie, MD 21061-3654

2. SECURED PARTY

Name ITT Commercial Finance Corporation
Address 100 Walnut Avenue, Clark, NJ 07066

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Not Subject to Recordation Tax - Does not create a security interest.

The equipment described on the attached Schedule A, together with any and all parts, attachments, accessories, additions, substitutions, repairs, replacements and improvements thereto, and any and all proceeds thereof, including but not limited to insurance proceeds, and any and all rentals, accounts, chattel paper, contracts, contract rights and proceeds resulting from or attributable to the renting or leasing of said property, including but not limited to all rights, title and interests in and to that certain Master Lease Account # 0220049, dated 2/27/92 Schedule # 01 dated 2/28/92 as Lessee and TransFinancial Leasing Corp., as Lessor under a certain Assignment of Lease dated 3/16/92.

See Schedule A to UCC filing between # 0220049 and TransFinancial Leasing Corp.

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

(Signature of Debtor)

Type or Print Above Signature on Above Line

FRANKS Suro III President

(Signature of Debtor)

Type or Print Above Signature on Above Line

ITT Commercial Finance Corporation

(Signature of Secured Party)

Joseph J. Ippolito

Type or Print Above Name on Above Line

filed in Anne Arundel County

Sent to
Intersarch, Inc.
P.O. Box 77132
W. Trenton, NJ 08628

263979

100

50

AA CO. CIRCUIT COURT
04/03/92MARY M. ROSE
8305901-0

Schedule A to UCC filing between # 0220049 and TransFinancial Leasing Corp.

EQUIPMENT LISTING

<u>Quantity</u>	<u>Description</u>
One (1)	Vic Model 1250-FS, 50 lb. capacity dry to dry refrigerated solvent recovery system complete w/heat pump, 3 tanks w/microprocessor in 208/240V, 60 HZ 3 phase. includes: Integral 75 gallon still w/2 canisters to accept 16 paper carbon cartridges, cartridge drying, in-line solvent cooler, pre-lint filter & canisters for 2 additional all carbon filters, water atomizer system and poor exhaust system.
One (1)	Vic Model 1235-FS, 35 lb. capacity dry to dry refrigerated solvent recovery system complete w/heat pump, 2 tanks w/microprocessor in 208/240V, 60 HZ, 3 phase. includes: Integral 50 gallon still w/master filter concept of 8 paper carbon core or 4 absorption type cartridges, cartridge drying, in-line solvent cooler, pre-lint filter and canister for one additional all carbon filter.
One (1)	Arcti Chill Model S-5 & S-3.5 split chiller system w/100 gallon storage tank & 2 H.P. pump, Lennox Compressors 208V/3PH/60HZ

TransFinancial Leasing Corp.

BY: _____

TITLE: _____

cp12.samsocq.dis

ITT Commercial Finance Corporation

BY: _____

TITLE: _____

Joseph J. Ippolito
Zone Credit Manager

TO BE FILED WITH ANNE ARUNDEL COUNTY FINANCING STATEMENT RECORDS
RECORDATION TAX (IF DUE) PAID TO
ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF DEED OF TRUST

FINANCING STATEMENT

1. Name & Address of Debtor: WILLIAM C. TREVILLIAN
7872 Dogwood Blossom Road
Severn, MD 21144
2. Name & Address of Secured Party: SEVERN SAVINGS BANK, FSB
1919A West Street
Annapolis, MD 21401

3. This Financing Statement is intended to grant and perfect a security interest in the following types (or items) of property:

(a) All of the following property, located on or about the real property described in Exhibit "A", attached hereto and made a part hereof by reference (the "Property"):

All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in or upon any interest or estate in land in the Property or any part thereof unused or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by Debtors, including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.


TOGETHER with all the right, title and interest (but not the obligations) of Debtor, present and future, in and to all present and future accounts, leases, contract rights, general intangibles, chattel paper, documents, notes and instruments, including, but not limited to licenses, construction contracts, service contracts, utility contracts, options, permits, public work agreements, bonds, deposits and payments thereunder, relating or appertaining to the aforesaid Property, and its development, occupancy and use.

(b) Proceeds of all collateral are covered.

13-2

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland or, if so subject, the applicable tax has been paid upon recordation of the Deed of Trust securing the indebtedness additionally secured hereby.

Debtor:

 (SEAL)
WILLIAM C. TREVILLIAN

Secured Party:

SEVERN SAVINGS BANK, FSB

By:  (SEAL)

Please return after recordation to:

Steven G. Tyler
Hyatt & Peters
1919 West Street
Annapolis, MD 21401

EXHIBIT "A" -LEGAL DESCRIPTION

BEING KNOWN AND DESIGNATED as Lot 219B, as shown on the plat entitled "Resubdivision, Lot 219, Margate," which plat was prepared by Landtech Associates, Inc., dated May, 1990 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 5437, folio 417.

TOGETHER WITH the right to use in common with others, a 40 foot right of way for ingress and egress as shown on the above referenced plat.

TO BE FILED WITH ANNE ARUNDEL COUNTY FINANCING STATEMENT RECORDS
RECORDATION TAX (IF DUE) PAID TO
ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF DEED OF TRUST

FINANCING STATEMENT

1. Name & Address of Debtor: RICHARD L. HOWARD and ELIZABETH
L. HOWARD
1429 Oak Bluff Road
Edgewater, MD 21037
2. Name & Address of Secured Party: BANK OF ANNAPOLIS
1900 Fairfax Road
Annapolis, MD 21401

3. This Financing Statement is intended to grant and perfect a security interest in the following types (or items) of property:

(a) All of the following property, located on or about the real property described in Exhibit "A", attached hereto and made a part hereof by reference (the "Property"):

All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in or upon any interest or estate in land in the Property or any part thereof unused or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by Debtors, including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.

TOGETHER with all the right, title and interest (but not the obligations) of Debtor, present and future, in and to all present and future accounts, leases, contract rights, general intangibles, chattel paper, documents, notes and instruments, including, but not limited to licenses, construction contracts, service contracts, utility contracts, options, permits, public work agreements, bonds, deposits and payments thereunder, relating or appertaining to the aforesaid Property, and its development, occupancy and use.

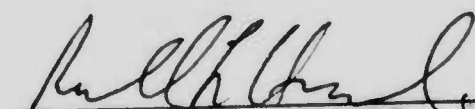
(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland or, if so subject, the applicable tax has been paid upon recordation of the Deed of Trust securing the indebtedness additionally secured hereby.

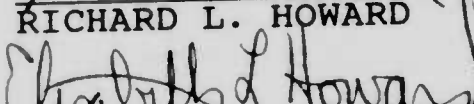
Debtor:

Secured Party:

BANK OF ANNAPOLIS

 (SEAL)
RICHARD L. HOWARD

By:  (SEAL)

 (SEAL)
ELIZABETH L. HOWARD

Please return after recordation to:

Steven G. Tyler
Hyatt & Peters
1919 West Street
Annapolis, MD 21401

EXHIBIT "A" - LEGAL DESCRIPTION

ALL those parcels of land, situate, lying and being in Anne Arundel County, State of Maryland, and being more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lots Numbered 4114 and 4115, as shown on the "Third Map of Woodland Beach," which said plat is recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 8, folio 10, together with the right, title and interest to that portion of the road or roads, streets or avenues immediately adjoining said premises.

BEING the same property which by deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland prior hereto, was granted and conveyed by PAUL CARLOW unto RICHARD L. HOWARD and ELIZABETH L. HOWARD.

To Be Recorded:

- [] In The Land Records of Anne Arundel County, Maryland
[X] In The Chattel Records Of Anne Arundel County, Maryland
[] In The Financing Statement Records Of The Maryland State Department Of Assessments and Taxation

AMENDMENT TO FINANCING STATEMENT

This Amendment To Financing Statement refers to the original financing statements filed as described on Exhibit A attached hereto and made a part hereof.

1. **DEBTOR:** **CROFTON SOUTH, INC.**
c/o Gilligan Development, Inc.
Suite 200
877 Old Baltimore-Annapolis Blvd.
Severna Park, Maryland 21146
Attention: W. Dennis Gilligan
Kevin E. Gilligan
2. **SECURED PARTY:** **SIGNET BANK/MARYLAND**
7 St. Paul Street - 4th Floor
Baltimore, Maryland 21202
Attn: John L. Dilworth,
Assistant Vice President

3. The original financing statement referred to above is amended by adding to the property described on Exhibit "A" attached thereto, the following real property, to which some of the personal property described in the original financing statement may be affixed:

ALL THAT PROPERTY BEING KNOWN AND DESIGNATED AS FOLLOWS:

BEING known and designated as Lot No. 10 shown on the plat entitled "Crofton South" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 115, page 32 as Plat No. 6056.

BEING known and designated as Lot No. 12 shown on the plat entitled "Crofton South" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 115, page 32 as Plat No. 6056.

BEING known and designated as Lot No. 25 shown on the plat entitled "Crofton South" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 115, page 32 as Plat No. 6056.

BEING known and designated as Lot No. 28 shown on the plat entitled "Crofton South" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 115, page 32 as Plat No. 6056.

BEING the same property which by Deed recorded or intended to be recorded among the aforementioned land records prior hereto, was conveyed from South Shore Development Company, Inc. to Crofton South, Inc., a Maryland corporation.

The Debtor is the record owner of the above-described real property.

THE DEBTOR:

CROFTON SOUTH, INC.,
A Maryland Corporation

By: [Signature] (SEAL)

Name: W. Dennis Gilligan

Title: President

Date: March 6, 1992

THE SECURED PARTY:

SIGNET BANK/MARYLAND,
A Maryland Banking Corporation

By: [Signature] (SEAL)

John L. Dilworth,
Assistant Vice President

Date: March 6, 1992

TO FILING OFFICER: After this Amendment has been recorded, please return to:

BRIAN R. LEWIS, ESQUIRE
Gebhardt & Smith
The World Trade Center, 9th Floor
Baltimore, Maryland 21202
File No.: (BRL) 9373

EXHIBIT A

(a) In the Land Records of Anne Arundel County, Maryland in Liber 5087, folio 306, as modified by the Amendment to Financing Statement dated December 10, 1990, and recorded in Liber 5231, folio 742; by the Amendment to Financing Statement dated April 4, 1991 and recorded in Liber 5291, folio 162; by the Amendment to Financing Statement dated June 27, 1991 and recorded in Liber 5364, folio 362, by the Amendment to Financing Statement dated November 22, 1991 and recorded in Liber 5471, folio 458, and by the Amendment to Financing Statement dated February 7, 1993 and recorded in Liber 5547, folio 136;

(b) In the Chattel Records of Anne Arundel County, Maryland in Liber 555, folio 492, Identifying No. 280867, as modified by the Amendment to Financing Statement dated December 10, 1990, and recorded in Liber 563, folio 121; and by the Amendment to Financing Statement dated April 4, 1991 and recorded in Liber 566, folio 538; by the Amendment to Financing Statement dated June 27, 1991 and recorded in Liber 569, folio 535, by the Amendment to Financing Statement dated November 22, 1991 and recorded in Liber 575, folio 126, and by the Amendment to Financing Statement dated February 7, 1993 and recorded in Liber 573, folio 200; and

(c) In the Financing Statement Records of the Maryland State Department of Assessments and Taxation in Liber 3243, folio 2004, Identifying No. 101528083, as modified by the Amendment to Financing Statement dated December 10, 1990, and recorded in Liber 3297, folio 1071, by the Amendment to Financing Statement dated April 4, 1991 and recorded in Liber 3320, folio 306; by the Amendment to Financing Statement dated June 27, 1991 and recorded in Liber 3344, folio 2123, by the Amendment to Financing Statement dated November 22, 1991 and recorded in Liber 3379, folio 587, and by the Amendment to Financing Statement dated February 7, 1993 and recorded in Liber 3398, folio 425.

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

INSTRUCTIONS

1. PLEASE TYPE this form. Fill only along perforation for filing.
2. Remove Secured Party and Debtor copies and send other 3 copies with intervening carbon paper to the filing office. Enclose filing fee.
3. If the space provided for any items on the form is inadequate, the entries should be continued on additional sheets, preferably 8 1/2 x 11. Only one copy of each additional sheet need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, mortgages, etc., may be on any size paper that is convenient to the secured party. Indicate the number of additional sheets attached.
4. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
6. At the time of original filing, filing officer should return third copy as an acknowledgement. At a later time, secured party may date and sign Termination (second) and use third copy as a Termination Statement.

REORDER FROM
Register, Inc.
14 PIERCE ST.
ANDOVER, MA 01810
(617) 421-1711

03/26/92 D78 AFLADELL 8-896-4114 11.50 ANNE ARUNDEL
This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any)

1. Debtor(s) (Last Name First) and address(es)
CHRYSLER CORP
INSTALLED AT:
TATE DODGE ANNAPOLIS
1833 WEST ST
ANNAPOLIS, MD 21401-3981

2. Secured Party(ies) and address(es)
IBM CREDIT CORPORATION
DEPT. C4D MS 7
290 HARBOR DRIVE
STAMFORD, CT 06904

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:
IBM EQUIPMENT (INCLUDING ALL ADDITIONS, ACCESSIONS AND UPGRADES) REFERENCED ON
IBM SUP #141187 DATED 02/21/92

QTY-TYPE	QTY-TYPE	QTY-TYPE	QTY-TYPE	QTY-TYPE	QTY-TYPE
001-7785	001-4072	-	-	-	-

RECORDATION TAX NOT REQUIRED
SELLER RETAINING EQUIPMENT FOR PRICE

5. Assignee(s) of Secured Party and Address(es)

RECORD FEE 11

POSTAGE

#146820 0263 R01 7

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.

- ☐ which is proceeds of the original collateral described above in which a security interest was perfected.

Check ☒ if covered. ☒ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented: 04

Filed with: CHRYSLER CORP

IBM CREDIT CORPORATION

ATTORNEY IN FACT

By: M. HIGGS

Signature(s) of Debtor(s)

By: M. MARINELLO

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

LOG NUMBER: U2086194720

STATE OF MARYLAND
BOOK 579 PAGE 169
FINANCING STATEMENT FORM UCC 1

Anne Arundel County
Identifying File No. 3034007-001

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

286047

1. DEBTOR

Name CAR DOC, INC.

Address 2633 Old Annapolis Rd Hanover, MD 21076

2. SECURED PARTY

Name SEABOARD LEASING CORPORATION

Address P.O. Box 570 Jessup, MD 20794

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

RECORD FEE 11.00

4. This financing statement covers the following types (or items) of property: (list)

POSTAGE .50

ALLEN MODEL # 42-720

SERIAL NUMBERS: E1K-P5358/A1M-M1437/A1M-P7590/E1L-P6808

Name and address of
#347030 0263 R01 714:05
04/03/92
MARY M. ROSE

AA CO. CIRCUIT COURT

No full or partial recordation tax required

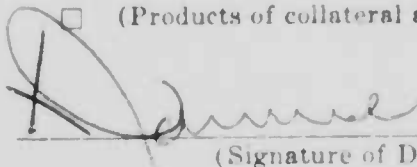
CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)



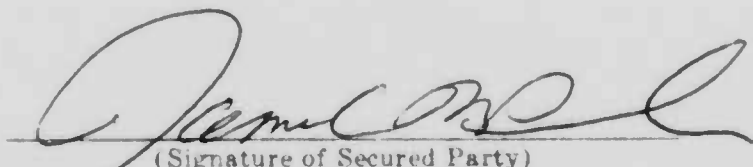
(Signature of Debtor)

WILLIAM TORRANCE

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line



(Signature of Secured Party)

JAMES C. MCPHERSON

Type or Print Above Signature on Above Line

3984

BOOK 579 PAGE 170

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. _____

Page No. Book 572 Page 71

Identification No. _____

Dated September 9, 1991

1. Debtor(s) { Thomas H. Mehnert and Lois B. Mehnert
Name or Names—Print or Type
627 Edwards Road, Annapolis, MD 21401
Address—Street No., City - County State Zip Code

2. Secured Party { Sterling Bank & Trust, Co.
Name or Names—Print or Type
111 Water Street, Suite 201, Baltimore, MD 21202
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>Termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Lots 70 & 71, Beechwood on the Burley</p>

RECORD FEE 10.00
POSTAGE 1.00
POSTAGE 1.00
RECORDED COPY NOT FILED
04/02/92

GARY H. ROSE

AN CO. CLERK OF COURT

Dated: February 26, 1992

Sterling Bank & Trust, Co.

Name of Secured Party

Kimberly A. Back V.P.

Signature of Secured Party

Kimberly A. Back, Vice President

Type or Print (Include Title if Company)

15.8

STATE OF MARYLAND

ANNE ARUNDEL
COUNTY CHATTEL

BOOK 579 PAGE 171

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 283812

RECORDED IN LIBER 568 FOLIO 525 ON June 14, 1991 (DATE)

1. DEBTOR

Name PINEY COURTS LIMITED PARTNERSHIP
c/o Troutman Development Company
Address 300 Wilde Lake Village Green, Columbia, Maryland 21044

2. SECURED PARTY

Name PROVIDENT BANK OF MARYLAND
114 East Lexington Street
Address Baltimore, Maryland 21202RECORD FEE 10.00
POSTAGE .50
#402460 C489 R02 T15:10
04/03/92
MARY H. ROSE
AA CO. CIRCUIT COURT

Attention: Alex Guggenheim

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

CHECK ☒ FORM OF STATEMENTA. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:D. Other: ☒
(Indicate whether amendment, termination, etc.)

Amendment

Exhibit A to the original financing statement is amended to add the following property:
BEING KNOWN AND DESIGNATED AS Lots 181, 182, 183, 184, 185, and 186, as shown on that Plat entitled, "A P.U.D. townhouse Subdivision Piney Orchard P.U.D. Subdivision, Phase 1, The Courts at Piney Orchard Parcel 8, Section II, Plat 4 of 4," recorded among the Land Records of Anne Arundel County, Maryland as Plat No. 6751 in Plat Book 129, page 27.

PINEY COURTS LIMITED PARTNERSHIP

By: Troutman Development Company,
A Maryland Corporation,
General PartnerBy: John L. Troutman (SEAL)
John L. Troutman,
President

Dated March 11, 1992

PROVIDENT BANK OF MARYLAND
A Maryland Banking CorporationBy: Alex Guggenheim (SEAL)
Name: _____
Title: _____

(Signature of Secured Party)

Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 579 PAGE 172

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. #283434

RECORDED IN LIBER 567 FOLIO 50 ON 4/17/91 (DATE)

1. DEBTOR

Name New UCB Services, Inc.Address 7240 Parkway Dr., Suite 140, Hanover, MD 21076

2. SECURED PARTY

Name Ronald G. KalishAddress 1209 Astor Street, Chicago, IL 60610

RECORD FEE 36.00

POSTAGE .50

#402490 C489 R02 T15:12

04/03/92

MARY M. ROSE

AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
(Indicate whether amendment, termination, etc.)
Amendment
See Exhibit A attached hereto

Anne Arundel Co, MD 1014054-7 82 RE

RETURN TO:
LEXIS® DOCUMENT SERVICES
P.O. Box 2989
Springfield, Illinois 62708

Dated March 11, 1992Ronald G. Kalish

(Signature of Secured Party) & (Debtor)

Ronald G. Kalish-Pres. of New UCB Services,
Type or Print Above Name on Above Line Inc. (Debtor)
& individual capacity (Secured Party)

EXHIBIT A

Financing Statement Liber ⁵⁶⁷~~567~~ Folio 50 filed with AA County
Circuit Court

1. The name of the Debtor is amended to be:

UCB Services, Inc.

2. The obligations secured by the property identified on the financing statement filed April 17, 1991 are subordinated pursuant to that certain Subordination Agreement in the form attached hereto.

SUBORDINATION AGREEMENT

WHEREAS, UCB Services, Inc. ("Borrower") is indebted to the Undersigned, as evidenced by a Demand Note in the amount of up to \$125,000 dated March 29, 1991, as the foregoing may be amended (the "Demand Note");

WHEREAS, the Undersigned is desirous of having LaSalle National Bank ("Bank") extend credit to Borrower pursuant to that certain Revolving Credit Agreement by and between Borrower and Bank dated as of March 2, 1992, and Bank has refused to consider the extension of such credit until the Demand Note is subordinated to the Credit Agreement in the manner hereinafter set forth; and

WHEREAS, the extension of credit, as aforesaid, by Bank is necessary or desirable to the conduct and operation of the business of Borrower, and will inure to the personal and financial benefit of the Undersigned;

NOW, THEREFORE, in consideration of the extension of credit by Bank to Borrower pursuant to the Credit Agreement, and for other good and valuable consideration to the Undersigned, the receipt and sufficiency of which hereby is acknowledged, the Undersigned hereby:

(A) subordinates the indebtedness evidenced by the Demand Note to the Undersigned, including without limitation all interest thereon, to any and all indebtedness now or at any time or times hereafter owing by Borrower to Bank pursuant to the Credit Agreement;

(B) agrees to subordinate all security interests, liens, encumbrances and claims, whether now existing or hereafter arising, with respect to the "Accounts Receivable" as defined on Exhibit A hereto and which secure the payment of the Demand Note (the "Undersigned's Collateral") to all security interests, liens, encumbrances and claims, whether now existing or hereafter arising, which secure the payment of the Credit Agreement (the "Bank's Collateral");

(C) from and after the occurrence of a "Default" (as defined in the Credit Agreement) and unless and until Bank has, in writing, notified the Undersigned that the Credit Agreement has been paid in full and all obligations arising in connection therewith have been discharged, or until the undersigned shall have received written notice from the Bank that such Default no longer is in effect, or otherwise upon the written consent of Bank, (i) agrees to instruct Borrower not to pay, and agrees not to accept payment of, or assert, demand, sue for or seek to enforce against Borrower or any other person or entity, by setoff or otherwise, all or any portion of the Demand Note; and (ii) irrevocably authorizes Bank (a) to collect, receive, enforce and accept any and all sums or

distributions of any kind that may become due, payable or distributable on or in respect of the Demand Note or the Undersigned's Collateral, whether paid directly by Borrower or paid or distributed in any liquidation, bankruptcy, arrangement, receivership, assignment, reorganization or dissolution proceedings or otherwise, and (b) in Bank's sole discretion, to make and present claims therefor in, and take such other actions as Bank deems necessary or advisable in connection with, any such proceedings, either in Bank's name or in the name of the Undersigned;

(D) subrogates Bank to the Demand Note and the Undersigned's Collateral to the extent that it also is the Bank's Collateral; and agrees that upon the written request of Bank, it promptly will assign, endorse and deliver to and deposit with Bank the Demand Note;

(E) agrees to receive and hold in trust for and promptly turn over to Bank, in the form received (except for the endorsement or assignment by the Undersigned where necessary), any sums at any time paid to or received by the Undersigned in violation of the terms of this Agreement, and to reimburse Bank for all costs, including reasonable attorney's fees, incurred by Bank in the course of collecting said sums should the Undersigned fail voluntarily to turn the same over to Bank as herein required. If the Undersigned fails to endorse or assign to Bank any items of payment received by the Undersigned on account of the Demand Note, the Undersigned hereby irrevocably makes, constitutes and appoints Bank (and all persons designated by Bank for that purpose) as the Undersigned's true and lawful attorney and agent-in-fact, to make such endorsement or assignment in the Undersigned's name; and

(F) agrees that it shall not modify or amend the Demand Note without the prior written consent of Bank.

Nothing herein shall be deemed to prevent the Undersigned from making additional loans to Borrower pursuant to the Demand Note, or receiving payment on account thereof, including principal thereof and interest thereon, if (A) there has not occurred a Default pursuant to the Credit Agreement, or (B) if, following the occurrence of a Default pursuant to the Credit Agreement, Bank has, in writing, (i) notified the Undersigned that the Credit Agreement has been paid in full and all obligations arising in connection therewith have been discharged, (ii) notified the Undersigned that such Default no longer is in effect, or (iii) otherwise consented to such action.

The Undersigned represents and warrants to Bank that the Undersigned has not assigned or otherwise transferred the Demand Note or the Undersigned's Collateral, or any interest therein, to any person or entity, that the Undersigned will make no such assignment or other transfer thereof, and that all agreements,

instruments and documents evidencing the Demand Note and the Undersigned's Collateral will be endorsed with proper notice of this Agreement. The Undersigned promptly will deliver to Bank a certified copy of the Demand Note showing such endorsement.

The Undersigned expressly waives all notice of the acceptance by Bank of the subordination and other provisions of this Agreement and all notices not specifically required pursuant to the terms of this Agreement, and the Undersigned expressly waives reliance by Bank upon the subordination and other provisions of this Agreement as herein provided. The Undersigned consents and agrees that the Credit Agreement shall be deemed to have been made, incurred and/or continued at the request of the Undersigned and in reliance upon this Agreement. The Undersigned agrees that Bank has made no warranties or representations with respect to the due execution, legality, validity, completeness or enforceability of the Credit Agreement, that Bank shall be entitled to manage and supervise its financial arrangements with Borrower in accordance with its usual practices, without impairing or affecting this Agreement, and that Bank shall have no liability to the Undersigned, and the Undersigned hereby waives any claim which it may now or hereafter have against Bank arising out of (i) any and all actions which Bank takes or omits to take (including without limitation actions with respect to the creation, perfection or continuation of liens or security interests in any existing or future Bank's Collateral, actions with respect to the occurrence of a sale, release or depreciation of, or failure to realize upon, any of Bank's Collateral and actions with respect to the collection of any claim for all or any part of any obligations pursuant to the Credit Agreement from any account debtor, guarantor or other person or entity with respect to the Credit Agreement or to the collection of any amounts payable pursuant to the Credit Agreement or the valuation, use, protection or release of Bank's Collateral), (ii) Bank's election in any proceeding instituted under Chapter 11 of Title 11 of United States Code (11 U.S.C. Secs. 101 et seq.) (the "Bankruptcy Code") of the application of Section 1111(b)(2) of the Bankruptcy Code, and/or (iii) any borrowing or grant of a security interest under Section 364 of the Bankruptcy Code by Borrower, as debtor in possession. Without limiting the generality of the foregoing, the Undersigned waives the right to assert the doctrine of marshalling with respect to any of the Bank's Collateral, and consents and agrees that Bank may proceed against any or all of the Bank's Collateral in such order as Bank shall determine in its sole discretion.

The Undersigned agrees that Bank, at any time or from time to time hereafter, may enter into such agreements with Borrower as Bank may deem proper extending the time of payment of or renewing or otherwise altering the terms of the Credit Agreement or affecting any of the Bank's Collateral, and may release any balance of funds of Borrower with Bank, without notice to the Undersigned and without in any way impairing or affecting this Agreement.

This Agreement shall be irrevocable and shall constitute a continuing agreement of subordination and shall be binding upon the Undersigned and its heirs, personal representatives, successors and assigns, and shall inure to the benefit of Bank, its successors and assigns until Bank has, in writing, notified the Undersigned that the Credit Agreement has been paid in full and all obligations arising in connection therewith have been discharged. Bank may continue, without notice to the Undersigned, to lend monies, extend credit and make other accommodations to or for the account of Borrower on the faith hereof. The Undersigned hereby agrees that all payments received by Bank may be applied, reversed and reapplied, in whole or in part, to the Credit Agreement, without impairing or affecting this Agreement.

The Undersigned hereby assumes responsibility for keeping itself informed of the financial condition of Borrower, any and all endorsers and any and all guarantors of the Credit Agreement and the Demand Note and of all other circumstances bearing upon the risk of nonpayment of the Credit Agreement and the Demand Note that diligent inquiry would reveal, and the Undersigned hereby agrees that Bank shall have no duty to advise the Undersigned of information known to Bank regarding such condition or any such circumstances or to undertake any investigation not a part of its regular business routine. If Bank, in its sole discretion, undertakes, at any time or from time to time, to provide any information of the type described herein to the Undersigned, Bank shall be under no obligation subsequently to update any such information or to provide any such information to the Undersigned on any subsequent occasion.

No waiver shall be deemed to be made by Bank of any of its rights hereunder unless the same shall be in writing signed on behalf of bank, and each such waiver, if any, shall be a waiver only with respect to the specific matter or matters to which the waiver relates and in no way shall impair the rights of Bank or the obligations of the Undersigned to Bank in any other respect at any other time.

THIS AGREEMENT SHALL BE GOVERNED AND CONTROLLED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS.

To induce Bank to accept this Agreement, the Undersigned irrevocably agrees that, subject to Bank's sole and absolute election, **ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT SHALL BE LITIGATED IN COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, STATE OF ILLINOIS. THE UNDERSIGNED HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURTS LOCATED WITHIN SAID CITY AND STATE.** The Undersigned hereby irrevocably appoints and designates the Secretary of State of Illinois, whose address is Springfield, Illinois (or any other person having and

THE UNDERSIGNED HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING WHICH PERTAINS DIRECTLY OR INDIRECTLY TO THIS AGREEMENT.

Address:

STATE OF _____)
) SS.
COUNTY OF _____)

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of March, 1992.

My Commission Expires:

Borrower hereby consents to the foregoing Agreement (and the terms thereof) and agrees to abide thereby and to keep, observe

and perform the several matters and things therein intended to be kept, observed and performed by it, and specifically agrees not to make payments contrary to the terms of said Agreement.

A breach of any of the terms and conditions of this consent shall constitute a "Default" under the Credit Agreement.

BORROWER: UCB SERVICES, INC.

By: _____
Name:
Title:

ACKNOWLEDGEMENT OF SIGNATURE

STATE OF _____)
) SS.
COUNTY OF _____)

I, _____, a Notary Public in and for the state and county aforesaid, hereby do certify that before me this day personally appeared _____, known to me to be the _____ President of the corporation that executed the foregoing consent, and acknowledged to me that he executed and delivered the foregoing Agreement as his free and voluntary act, for the uses set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of March, 1992.

Notary Public

My Commission Expires:

EXHIBIT A

(a) All Accounts Receivable of Debtor now existing or hereafter arising or acquired, whether evidenced by an Invoice, open account or promissory note;

(b) All proceeds and products of any and all of the foregoing; and

When used herein the following terms shall have the following meanings:

(i) "Account Receivable" shall include any and all accounts, chattel paper, contract rights, notes, drafts, and general intangibles consisting of rights to payment, whether now existing or hereafter arising or acquired, all as defined in the Illinois Uniform Commercial Code.

(ii) "Invoice" shall mean a bill submitted to an Account Debtor for goods sold or services rendered on or before the date which it bears. Each Invoice shall indicate the time when and location where such goods were shipped or delivered or services were performed and the amount due therefor, and shall, on its face, be due not more than sixty (60) days a the date which it bears.

Subject to the express definitions set forth above, all terms used herein and/or the Security Agreement which are defined in the Uniform Commercial Code of Illinois shall have the same meanings herein and/or the Security Agreement as in the Uniform Commercial Code of Illinois.

PFM:HS
S22532.AGR
March 11, 1992

STATE OF MARYLAND

BOOK 579 PAGE 181

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. #283435

RECORDED IN LIBER 567 FOLIO 52 ON 4/17/91 (DATE)

1. DEBTOR

Name New UCB Services, Inc.

Address 7240 Parkway Dr., Suite 140, Hanover, MD 21076

2. SECURED PARTY

Name Ian R.N. Bund

Address 4251 Plymouth Rd., Ann Arbor, MI 48106-0986

RECORD FEE 36.00
POSTAGE .50
#402500 C489 R02 T15:13
04/03/92MARY M. ROSE
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
(Indicate whether amendment, termination, etc.)
Amendment
See Exhibit A

Anne Arundel Co, MD 1014054-8 82 RC

RETURN TO:
LEXIS® DOCUMENT SERVICES
P.O. Box 2969
Springfield, Illinois 62703

Dated March 11, 1992

(Signature of Secured Party) & (Debtor)

Ian R.N. Bund -Chairman of New UCB Services,
Type or Print Above Name on Above Line Inc. (Debtor)
& individual capacity (Secured Party)

EXHIBIT A

Financing Statement Liber 567Folio 52 filed with AA County
Circuit Court

1. The name of the Debtor is amended to be:

UCB Services, Inc.

2. The obligations secured by the property identified on the financing statement filed April 17, 1991 are subordinated pursuant to that certain Subordination Agreement in the form attached hereto.

SUBORDINATION AGREEMENT

WHEREAS, UCB Services, Inc. ("Borrower") is indebted to the Undersigned, as evidenced by a Demand Note in the amount of up to \$125,000 dated March 29, 1991, as the foregoing may be amended (the "Demand Note");

WHEREAS, the Undersigned is desirous of having LaSalle National Bank ("Bank") extend credit to Borrower pursuant to that certain Revolving Credit Agreement by and between Borrower and Bank dated as of March 2, 1992, and Bank has refused to consider the extension of such credit until the Demand Note is subordinated to the Credit Agreement in the manner hereinafter set forth; and

WHEREAS, the extension of credit, as aforesaid, by Bank is necessary or desirable to the conduct and operation of the business of Borrower, and will inure to the personal and financial benefit of the Undersigned;

NOW, THEREFORE, in consideration of the extension of credit by Bank to Borrower pursuant to the Credit Agreement, and for other good and valuable consideration to the Undersigned, the receipt and sufficiency of which hereby is acknowledged, the Undersigned hereby:

(A) subordinates the indebtedness evidenced by the Demand Note to the Undersigned, including without limitation all interest thereon, to any and all indebtedness now or at any time or times hereafter owing by Borrower to Bank pursuant to the Credit Agreement;

(B) agrees to subordinate all security interests, liens, encumbrances and claims, whether now existing or hereafter arising, with respect to the "Accounts Receivable" as defined on Exhibit A hereto and which secure the payment of the Demand Note (the "Undersigned's Collateral") to all security interests, liens, encumbrances and claims, whether now existing or hereafter arising, which secure the payment of the Credit Agreement (the "Bank's Collateral");

(C) from and after the occurrence of a "Default" (as defined in the Credit Agreement) and unless and until Bank has, in writing, notified the Undersigned that the Credit Agreement has been paid in full and all obligations arising in connection therewith have been discharged, or until the undersigned shall have received written notice from the Bank that such Default no longer is in effect, or otherwise upon the written consent of Bank, (i) agrees to instruct Borrower not to pay, and agrees not to accept payment of, or assert, demand, sue for or seek to enforce against Borrower or any other person or entity, by setoff or otherwise, all or any portion of the Demand Note; and (ii) irrevocably authorizes Bank (a) to collect, receive, enforce and accept any and all sums or

distributions of any kind that may become due, payable or distributable on or in respect of the Demand Note or the Undersigned's Collateral, whether paid directly by Borrower or paid or distributed in any liquidation, bankruptcy, arrangement, receivership, assignment, reorganization or dissolution proceedings or otherwise, and (b) in Bank's sole discretion, to make and present claims therefor in, and take such other actions as Bank deems necessary or advisable in connection with, any such proceedings, either in Bank's name or in the name of the Undersigned;

(D) subrogates Bank to the Demand Note and the Undersigned's Collateral to the extent that it also is the Bank's Collateral; and agrees that upon the written request of Bank, it promptly will assign, endorse and deliver to and deposit with Bank the Demand Note;

(E) agrees to receive and hold in trust for and promptly turn over to Bank, in the form received (except for the endorsement or assignment by the Undersigned where necessary), any sums at any time paid to or received by the Undersigned in violation of the terms of this Agreement, and to reimburse Bank for all costs, including reasonable attorney's fees, incurred by Bank in the course of collecting said sums should the Undersigned fail voluntarily to turn the same over to Bank as herein required. If the Undersigned fails to endorse or assign to Bank any items of payment received by the Undersigned on account of the Demand Note, the Undersigned hereby irrevocably makes, constitutes and appoints Bank (and all persons designated by Bank for that purpose) as the Undersigned's true and lawful attorney and agent-in-fact, to make such endorsement or assignment in the Undersigned's name; and

(F) agrees that it shall not modify or amend the Demand Note without the prior written consent of Bank.

Nothing herein shall be deemed to prevent the Undersigned from making additional loans to Borrower pursuant to the Demand Note, or receiving payment on account thereof, including principal thereof and interest thereon, if (A) there has not occurred a Default pursuant to the Credit Agreement, or (B) if, following the occurrence of a Default pursuant to the Credit Agreement, Bank has, in writing, (i) notified the Undersigned that the Credit Agreement has been paid in full and all obligations arising in connection therewith have been discharged, (ii) notified the Undersigned that such Default no longer is in effect, or (iii) otherwise consented to such action.

The Undersigned represents and warrants to Bank that the Undersigned has not assigned or otherwise transferred the Demand Note or the Undersigned's Collateral, or any interest therein, to any person or entity, that the Undersigned will make no such assignment or other transfer thereof, and that all agreements,

instruments and documents evidencing the Demand Note and the Undersigned's Collateral will be endorsed with proper notice of this Agreement. The Undersigned promptly will deliver to Bank a certified copy of the Demand Note showing such endorsement.

The Undersigned expressly waives all notice of the acceptance by Bank of the subordination and other provisions of this Agreement and all notices not specifically required pursuant to the terms of this Agreement, and the Undersigned expressly waives reliance by Bank upon the subordination and other provisions of this Agreement as herein provided. The Undersigned consents and agrees that the Credit Agreement shall be deemed to have been made, incurred and/or continued at the request of the Undersigned and in reliance upon this Agreement. The Undersigned agrees that Bank has made no warranties or representations with respect to the due execution, legality, validity, completeness or enforceability of the Credit Agreement, that Bank shall be entitled to manage and supervise its financial arrangements with Borrower in accordance with its usual practices, without impairing or affecting this Agreement, and that Bank shall have no liability to the Undersigned, and the Undersigned hereby waives any claim which it may now or hereafter have against Bank arising out of (i) any and all actions which Bank takes or omits to take (including without limitation actions with respect to the creation, perfection or continuation of liens or security interests in any existing or future Bank's Collateral, actions with respect to the occurrence of a sale, release or depreciation of, or failure to realize upon, any of Bank's Collateral and actions with respect to the collection of any claim for all or any part of any obligations pursuant to the Credit Agreement from any account debtor, guarantor or other person or entity with respect to the Credit Agreement or to the collection of any amounts payable pursuant to the Credit Agreement or the valuation, use, protection or release of Bank's Collateral), (ii) Bank's election in any proceeding instituted under Chapter 11 of Title 11 of United States Code (11 U.S.C. Secs. 101 et seq.) (the "Bankruptcy Code") of the application of Section 1111(b)(2) of the Bankruptcy Code, and/or (iii) any borrowing or grant of a security interest under Section 364 of the Bankruptcy Code by Borrower, as debtor in possession. Without limiting the generality of the foregoing, the Undersigned waives the right to assert the doctrine of marshalling with respect to any of the Bank's Collateral, and consents and agrees that Bank may proceed against any or all of the Bank's Collateral in such order as Bank shall determine in its sole discretion.

The Undersigned agrees that Bank, at any time or from time to time hereafter, may enter into such agreements with Borrower as Bank may deem proper extending the time of payment of or renewing or otherwise altering the terms of the Credit Agreement or affecting any of the Bank's Collateral, and may release any balance of funds of Borrower with Bank, without notice to the Undersigned and without in any way impairing or affecting this Agreement.

This Agreement shall be irrevocable and shall constitute a continuing agreement of subordination and shall be binding upon the Undersigned and its heirs, personal representatives, successors and assigns, and shall inure to the benefit of Bank, its successors and assigns until Bank has, in writing, notified the Undersigned that the Credit Agreement has been paid in full and all obligations arising in connection therewith have been discharged. Bank may continue, without notice to the Undersigned, to lend monies, extend credit and make other accommodations to or for the account of Borrower on the faith hereof. The Undersigned hereby agrees that all payments received by Bank may be applied, reversed and reapplied, in whole or in part, to the Credit Agreement, without impairing or affecting this Agreement.

The Undersigned hereby assumes responsibility for keeping itself informed of the financial condition of Borrower, any and all endorsers and any and all guarantors of the Credit Agreement and the Demand Note and of all other circumstances bearing upon the risk of nonpayment of the Credit Agreement and the Demand Note that diligent inquiry would reveal, and the Undersigned hereby agrees that Bank shall have no duty to advise the Undersigned of information known to Bank regarding such condition or any such circumstances or to undertake any investigation not a part of its regular business routine. If Bank, in its sole discretion, undertakes, at any time or from time to time, to provide any information of the type described herein to the Undersigned, Bank shall be under no obligation subsequently to update any such information or to provide any such information to the Undersigned on any subsequent occasion.

No waiver shall be deemed to be made by Bank of any of its rights hereunder unless the same shall be in writing signed on behalf of bank, and each such waiver, if any, shall be a waiver only with respect to the specific matter or matters to which the waiver relates and in no way shall impair the rights of Bank or the obligations of the Undersigned to Bank in any other respect at any other time.

THIS AGREEMENT SHALL BE GOVERNED AND CONTROLLED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS.

To induce Bank to accept this Agreement, the Undersigned irrevocably agrees that, subject to Bank's sole and absolute election, **ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT SHALL BE LITIGATED IN COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, STATE OF ILLINOIS. THE UNDERSIGNED HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURTS LOCATED WITHIN SAID CITY AND STATE.** The Undersigned hereby irrevocably appoints and designates the Secretary of State of Illinois, whose address is Springfield, Illinois (or any other person having and

maintaining a place of business in such state whom the Undersigned may from time to time hereafter designate upon ten (10) days written notice to Bank and who Bank has agreed in its sole discretion in writing is satisfactory and who has executed an agreement in form and substance satisfactory to Bank agreeing to act as such attorney and agent), as Undersigned's true and lawful attorney and duly authorized agent for acceptance of service of legal process. The Undersigned agrees that service of such process upon such person shall constitute personal service of such process upon the Undersigned. **THE UNDERSIGNED HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST THE UNDERSIGNED BY BANK IN ACCORDANCE WITH THIS PARAGRAPH.**

THE UNDERSIGNED HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING WHICH PERTAINS DIRECTLY OR INDIRECTLY TO THIS AGREEMENT.

IN WITNESS WHEREOF, this Agreement has been executed as of this _____ day of _____, 1992.

Address:

ACKNOWLEDGEMENT OF SIGNATURE

STATE OF _____)
COUNTY OF _____) SS.

I, _____, a Notary Public in and for the state and county aforesaid, hereby do certify that before me this day personally appeared _____, known to me to be the same person whose name is subscribed to the foregoing Agreement, and acknowledged to me that he executed and delivered the foregoing Agreement as his free and voluntary act, for the uses set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of March, 1992.

Notary Public

My Commission Expires:

BORROWER'S CONSENT

Borrower hereby consents to the foregoing Agreement (and the terms thereof) and agrees to abide thereby and to keep, observe

and perform the several matters and things therein intended to be kept, observed and performed by it, and specifically agrees not to make payments contrary to the terms of said Agreement.

A breach of any of the terms and conditions of this consent shall constitute a "Default" under the Credit Agreement.

BORROWER: UCB SERVICES, INC.

By: _____
Name:
Title:

ACKNOWLEDGEMENT OF SIGNATURE

STATE OF _____)
COUNTY OF _____) SS.

I, _____, a Notary Public in and for the state and county aforesaid, hereby do certify that before me this day personally appeared _____, known to me to be the _____ President of the corporation that executed the foregoing consent, and acknowledged to me that he executed and delivered the foregoing Agreement as his free and voluntary act, for the uses set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of March, 1992.

Notary Public

My Commission Expires:

EXHIBIT A

(a) All Accounts Receivable of Debtor now existing or hereafter arising or acquired, whether evidenced by an Invoice, open account or promissory note;

(b) All proceeds and products of any and all of the foregoing; and

When used herein the following terms shall have the following meanings:

(i) "Account Receivable" shall include any and all accounts, chattel paper, contract rights, notes, drafts, and general intangibles consisting of rights to payment, whether now existing or hereafter arising or acquired, all as defined in the Illinois Uniform Commercial Code.

(ii) "Invoice" shall mean a bill submitted to an Account Debtor for goods sold or services rendered on or before the date which it bears. Each Invoice shall indicate the time when and location where such goods were shipped or delivered or services were performed and the amount due therefor, and shall, on its face, be due not more than sixty (60) days a the date which it bears.

Subject to the express definitions set forth above, all terms used herein and/or the Security Agreement which are defined in the Uniform Commercial Code of Illinois shall have the same meanings herein and/or the Security Agreement as in the Uniform Commercial Code of Illinois.

PFM:HS
S22532.AGR
March 11, 1992

STATE OF MARYLAND

BOOK 579 PAGE 190

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 567 FOLIO 140 ON 4/19/91 (DATE)

1. DEBTOR

Name New UCB Services, Inc.
Address 7240 Parkway Drive, Suite 400, Hanover, MD 21076

RECORD FEE 10.00
POSTAGE .50
#102520 C489 R02 T15:15
04/03/92
MARY M. ROSE
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name Trans Union Corporation
Address 555 West Adams Street, Chicago, IL 60606

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
(Indicate whether amendment, termination, etc.)
Termination

1014054-26 82 RE

Anne Arundel Co, MD

RETURN TO:
LEXIS® DOCUMENT SERVICES
P.O. Box 2969
Springfield, Illinois 62703

Dated March 16, 1992

Ralph Sorice 3/16/92
(Signature of Secured Party)
RALPH SORICE VP
Type or Print Above Name on Above Line

File with Anne Arundel Clerk of Circuit Court

286045

BOOK 579 PAGE 191

THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER
FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE.

1. DEBTOR (IF PERSONAL) LAST NAME Martens Cars of Annapolis, Inc.	FIRST NAME dba Martens Subaru-Volvo	M.I.	1A. PREFIX	1B. SUFFIX
1C. MAILING ADDRESS 1930 West Street	1D. CITY, STATE Annapolis, MD			1E. ZIP CODE 21401
2. ADDITIONAL DEBTOR (IF PERSONAL) LAST NAME	FIRST NAME	M.I.	2A. PREFIX	2B. SUFFIX
2C. MAILING ADDRESS	2D. CITY, STATE			2E. ZIP CODE
3. SECURED PARTY (IF PERSONAL) LAST NAME Volvo Finance North America, Inc.	FIRST NAME	M.I.		
3A. MAILING ADDRESS 1900 Firman Dr., Suite 700	3B. CITY, STATE Richardson, TX			3C. ZIP CODE 75081
4. ASSIGNEE OF SECURED PARTY (IF ANY)				
4A. MAILING ADDRESS	4B. CITY, STATE			4C. ZIP CODE

5. This FINANCING STATEMENT covers the following types or items of property. (If collateral is crops, fixtures, timber or minerals, read Instruction B. 5-6 on back.)

- (A) Inventory now owned or hereafter acquired by Debtor consisting of:
- (i) all new and used motor vehicles;
 - (ii) all other new or used goods;
 - (iii) all parts, accessory items, and attachments.
- (B) Documents of title covering Inventory aforesaid.
- (C) All personal property now owned or hereafter acquired consisting of:
rights of set-off, accounts, chattel paper, instruments, general
intangibles, goods, and insurance proceeds received by or due to Debtor.
- (D) All tools, equipment, furniture and fixtures now owned or hereafter acquired.
- (E) All proceeds of the property of the type listed in (A), (B), (C), and (D).

MARYLAND RECORDATION TAX NOT REQUIRED

6. CHECK ONLY IF APPLICABLE	6A. <input type="checkbox"/> PRODUCTS OF COLLATERAL ARE ALSO COVERED	6B. <input type="checkbox"/> THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD IN THE REAL ESTATE RECORDS.	NUMBER OF ADDITIONAL SHEETS PRESENTED
7. CHECK APPROPRIATE BOX	7A. THIS FINANCING STATEMENT IS SIGNED BY THE SECURED PARTY INSTEAD OF THE DEBTOR TO PERFECT A SECURITY INTEREST IN COLLATERAL IN ACCORDANCE WITH INSTRUCTION B. 7 ITEM: <input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4) <input type="checkbox"/> (5)		
8. SIGNATURE(S) OF DEBTOR(S)	MARTENS CARS OF ANNAPOLIS, INC. BY: <i>Harry Martens Jr.</i> Harry Martens, Jr.		THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, NUMBER, FILING OFFICER)
SIGNATURE(S) OF SECURED PARTY(IES)	VOLVO FINANCE NORTH AMERICA, INC. BY: <i>Robert W. Bryant</i> Robert W. Bryant		
9. Return copy to:			
NAME	Volvo Finance North America, Inc.		
ADDRESS	Dealer Finance Division		
CITY	1900 Firman Dr., Suite 700		
STATE	Richardson, Tx 75081		
ZIP			

RECORD FEE 12.00
POSTAGE .50
#402510 C489 R02 T15:14
04/03/92
MARY M. ROSE
AA CO. CIRCUIT COURT

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ - 0 -

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 3/30/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hans Christian Yachts, Inc.

Address 7078 Bembe Beach Road, Annapolis, Maryland 21403

2. SECURED PARTY

Name Patti O. White

Address 444 Waggamon Circle, Annapolis, Maryland 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

See Attachment 1 attached hereto

Name and address of Assignee

RECORD FEE 33.00

POSTAGE .50

#347390 0263 R01 T08:25

04/06/92

MARY M. ROSE

AA CO. CIRCUIT COURT

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

Hans Christian Yachts, Inc.

By: Geoffrey R. White
(Signature of Debtor)

Geoffrey R. White, President
Type or Print Above Name on Above Line

Geoffrey R. White
(Signature of Debtor)

Type or Print Above Signature on Above Line

Patti O. White
(Signature of Secured Party)

Patti O. White

Type or Print Above Signature on Above Line

ATTACHMENT 1

A. All trademarks, service marks, trade names now or hereafter owned by Assignor ("Trademarks").

1. All applications and registrations of the trademarks in any state of the United States, in the United States Trademark Office and in any foreign country and locality (said applications and registrations being listed on Schedule A attached hereto and made a part hereof);
2. All tradenames, trademarks and trademark registrations hereafter adopted or acquired and used, including, without limitation, those which are based upon or derived from the Trademarks or any variations thereof (the "Future Trademarks");
3. All rights to sue for past, present and future infringements of the Trademarks and Future Trademarks;
4. All packaging, labeling, trade names, service marks, logos and trade dress including or containing the Trademarks and Future Trademarks, or a representation thereof, or any variation thereof;
5. All licenses and other agreements, and all fees, rents, royalties, proceeds or monies thereunder, relating to the Trademarks and Future Trademarks and the use thereof; and

6. All goodwill of Assignor's business connected with, symbolized by or in any way related to the items set forth in this paragraph A.

B. Copyrights. All current and future copyrights, registered and unregistered, including, without limitation, the copyrights listed on Schedule B attached hereto and made a part hereof ("Copyrights").

C. Molds and Tooling. All current and future molds and tooling, including, without limitation, those identified on Schedule C attached hereto and made a part hereof.

D. Licenses. All licenses and other agreements, and all fees, rents, royalties, proceeds or monies thereunder relating to the Collateral and the use thereof. Such licenses and agreements are listed in Schedule D attached hereto and made a part hereof.

E. Proceeds. Any proceeds from the Collateral listed on Schedules A through D hereof.

All of the foregoing items described in paragraphs A through E are hereinafter referred to collectively as the "Collateral."

Schedule ATRADEMARKS REGISTERED OR PENDING IN U.S. TRADEMARK OFFICE

<u>Trademark</u>	<u>Reg. or Serial No.</u>	<u>Reg./Filing Date</u>
Hans Christian	1,124,155	20 yrs./08-14-79
Positive	1,455,149	20 yrs./09-01-87
Wolfe	1,455,915	20 yrs./09-01-87
Christina	1,411,230	20 yrs./09-30-86

TRADEMARKS REGISTERED OR PENDING IN
ANY STATE OR FOREIGN COUNTRY

<u>State/Country</u>	<u>Trademark</u>	<u>Reg. or Filing No.</u>	<u>Reg./Filing Date</u>
Japan	Hans Christian	2064067	10 yrs./07-22-88
Germany	Wolfe	1128377	10 yrs./02-10-88
Canada	Hans Christian	326,524	15 yrs./04-16-87
Benelux	Wolfe	438,858	10 yrs./10-09-81
France	Wolfe	1,450,146	10 yrs./02-16-88
Taiwan	Wolfe	352769	10 yrs./01-01-87
Taiwan	Hans Christian	18179	Pending
Taiwan	Christina	18180	Pending
Taiwan	Hansa	35264	10 yrs./02-01-87
Taiwan	Positive	352768	10 yrs./01-01-87
Thailand	Christina	134,530	10 yrs./08-21-89
Thailand	Independence	134,531	10 yrs./08-21-81
Thailand	Hans Christian	136,028	10 yrs./08-21-81

Schedule B

REGISTERED AND UNREGISTERED COPYRIGHTS

Registered

<u>Title</u>	<u>Reg. Number</u>	<u>Date of Registration</u>
Christina Engineering Book	VA.71-623	02/01/85

Unregistered Copyrights in Designs

33T	44PH
38T	C40
38MKII	C43
41T	C48
43T	C52
48T	I45
39PH	I52

Schedule CMOLDS AND TOOLING

33T (old mold)	at D.E.I.T.C. Dutcheast Indies Trading Co. Bangkok
48T (new mold)	at D.E.I.T.C.
43T (new mold)	at King Dragon King Dragon Yacht Industrial Corp. 4F, No. 8, Li Nong Street Pei Tou, Taipei, Taiwan R.O.C. (Big Lo)
145 (new mold)	at King Dragon
C40 (new mold)	at King Dragon
44 pilot house (new mold)	at King Dragon
41T (new mold)	at D.E.I.T.C.
C52 (new mold)	at D.E.I.T.C.
C48 (to the extent of Assignor's interest) (new mold)	at Dong Sung Dong Sung Co. South Korea
Wolfe 46 (to the extent of Assignor's interest) (new mold)	at Dong Sung
38MKII (old mold)	at D.E.I.T.C.
C43 (new molds)	at D.E.I.T.C.
39 pilot house (new mold)	at D.E.I.T.C.

Schedule D

LICENSES AND OTHER AGREEMENTS RELATED TO THE COLLATERAL

1. Master Mold Lease Agreement, dated December 1, 1990, by and between Hans Christian Yachts, Inc., a California corporation ("Assignor"), and Jules Co. Ltd., a Thai limited company ("Jules Co."), pursuant to which Assignor has leased the molds described in Schedule C hereof to Jules Co. and granted certain rights therein to Patti O. White, Assignee in the foregoing Agreement.

CERTIFICATE AS TO
MARYLAND RECORDATION TAX COMPUTATION

To: Clerk, Circuit Court of Anne Arundel County
Re: Loan in the Original Principal Amount of \$230,510.07
From: Patti O. White to Hans Christian Yachts, Inc., a
California corporation (the "Debtor")

With respect to the above-referenced loan and the collateral for this loan and the security interest which is being perfected by means of the accompanying financing statement, the Debtor certifies to the best of its knowledge and information as follows:

(a) The principal amount of debt secured by the accompanying financing statement is \$230,510.07.

(b) The collateral for the loan consists of general intangibles (copyrights, trademarks and contract rights) which are property exempt from the recordation tax, and certain molds and tooling (all of which are located outside of the United States).

(c) Pursuant to Sections 12-105(a)(2) and 12-108(k) of the Tax-Property Article of the Annotated Code of Maryland the collateral for the loan is either exempt or excluded from the recordation tax by reason of being located outside of the State of Maryland and, accordingly, no recordation tax is due upon the filing of the accompanying financing statement.

IN WITNESS WHEREOF, the Debtor executes this Certificate as of this 30 day of March, 1992.

HANS CHRISTIAN YACHTS, INC.

By: Geoffrey R. White
Geoffrey R. White, President

Debtor or Assignor Form

FINANCING STATEMENT

☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax; Principal
 Amount is \$ 50,000.00

☐ To be Recorded in Land Records (For Fixtures Only).

Name of DebtorAddress

The Annapolis Yacht Club, Inc.

Corner of Compromise and
 Duke of Gloucester Streets

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate
 list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

One (1) Acme H-60/4 120,000 lb. capacity Hoist
 S/N: 1987 and one (1) 1987 Hawk Model R-18=E-X
 Road Transporter, VIN R18EXHHH1032.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. ☒ Proceeds } of the collateral are also specifically covered.
☒ Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)
 The Annapolis Yacht Club, Inc.

Secured Party (or Assignee)

BY:

James C. Kiddle *James* FARMERS NATIONAL
 BANK OF MARYLAND

Robert B. Durrell

BY:

Ross J. Selby

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
 5 CHURCH CIRCLE
 ANNAPOLIS, MARYLAND 21401

11
 350
 -50

BOOK 579 PAGE 201

41104 (Haley)

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

☒ TO BE RECORDED IN
~~MAINTENANCE~~ RECORDS
CHATTEL (A.A.Co.)

For Filing Officer Use
File No.
Date &
Hour

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement
Date of Filing December 29, 1989 Record Reference
Maturity date (if any) None Liber 550 at folio 49

Date of Filing: December 27, 1991 Record Reference
Maturity Date (if any) None Liber 575 at folio 468

Date of Filing: December 27, 1991 Record Reference
Maturity Date (if any) None Liber 575 at folio 478

RECORD FEE 10.00

POSTAGE .50

M347690 C263 R01 T11:27

04/06/92

Return to:
WHEELER & KORPECK
2801 Georgia Avenue
Suite 700
Silver Spring, Maryland 20910

Name(s) of Debtor(s) or assignor(s) No. Street City State
(Last Name First)
STANLEY HALL COMMUNITIES, INC. 9500 Annapolis Road, A-5, Lanham, Md. 20706
MARY H. ROSE

Name of Secured Party or assignee No. Street City State
SOVRAN BANK/MARYLAND 6610 Rockledge Drive, Bethesda, Maryland 20817
CHECK APPLICABLE STATEMENT

- ☐ CONTINUATION
The original Financing Statement identified above by file number is still effective.
- ☐ TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- ☒ RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ☐ ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- ☐ OTHER

Lot numbered Twelve (12) as shown on Plat entitled "PLAT 2, THE COURTS
OF FOUR SEASONS" recorded among the Land Records of Anne Arundel
County, Maryland in Plat Book 115, Page 41, Plat No. 6065.

NATIONSBANK, formerly Sovran Bank/Maryland

Debtor(s) or assignor(s)

By: (Seal)

(Corporate, Trade or Firm Name)

Alise G. Haley

Signature of Secured Party or Assignee

Vice President

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

(Type or print name under signature)

BOOK 573 PAGE 202

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.☒ TO BE RECORDED IN
~~LAND~~ RECORDS (A.A.Co.)
CHATTEL

For Filing Officer Use	
File No.
Date &
Hour

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement

Date of Filing December 29, 1989

Record Reference

Maturity date (if any) None

Liber 550 at folio 49

Name(s) of Debtor(s) or assignor(s)
(Last Name First)

No.

Street

City

State

STANLEY HALLE COMMUNITIES, INC., 9500 Annapolis Road, A-5, Lanham, Md. 20706

Name of Secured Party or assignee

No.

Street

City

State

SOVRAN BANK/MARYLAND, 6610 Rockledge Drive, Bethesda, Md. 20817

CHECK APPLICABLE STATEMENT

☐ CONTINUATION

RECORD FEE 10.00

The original Financing Statement identified above by file number is still effective.

☐ TERMINATION

POSTAGE .50

The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.

☒ RELEASE

From the property described in the original Financing Statement identified above, the property described below is released.

04/06/92

☐ ASSIGNMENT

MARY M. ROSE

The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.

AN CO. CIRCUIT COURT

☐ OTHER

RETURN TO:

Lot numbered and lettered One Hundred Fifty-six-R (156R)
as shown on Plat entitled, "REVISED PLAT TWO, THE COURTS OF FOUR SEASONS"
recorded among the Land Records of Anne Arundel County, Maryland in Plat
Book 128, Page 10, Plat No. 6684.

Debtor(s) or assignor(s)

SOVRAN BANK/MARYLAND

(Seal)

(Corporate, Trade or Firm Name)

By: Edmund K. Delany

Signature of Secured Party or Assignee

Edmund K. Delany, Vice President

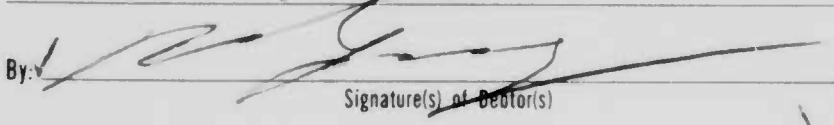

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

Return to:
WHEELER & KORPECK
8601 Georgia Avenue
Suite 700
Silver Spring, Maryland 20910

286049

BOOK 579 PAGE 203

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and Address(es) Richard Lee Gessford DBA/ Annapolis Septic Service 6742 Old Solomons Island Rd Friendship, Maryland 20758	2 Secured Party(ies) and Address(es) Prince Frederick Motor Co Inc. Rt 2 & 4 Prince Frederick, Maryland 20678	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 #348230 0263 R01 T12:11 04/06/92
4 This financing statement covers the following types (or items) of property 1986 International 1954 IHTLDUXN9GHA49094 Lely 2400 Gallon Septic Tank & Pumpout System 19823907 "Document not subject to recordation tax--security agreement executed by Debtor"		5 Assignee(s) of Secured Party and Address(es) MARY M. ROSE Associates Commercial Corp 1801 McCombie Drive Landover, Md 20786
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected		
Check <input checked="" type="checkbox"/> if covered. <input type="checkbox"/> Proceeds of collateral are also covered <input type="checkbox"/> Products of Collateral are also covered No. of additional sheets presented:		
Filed with: AA 1376463		
Richard Lee Gessford DBA/ Annapolis Septic Service		Prince Frederick Motor Co Inc.
By:  Signature(s) of Debtor(s)	By:  Signature(s) of Secured Party(ies)	
FILING OFFICER COPY - ALPHABETICAL		

579 204

286050

11-50
1-50
12-50

NOT TO BE RECORDED IN LAND RECORDS

FINANCING STATEMENT

NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is
not intended to convert the lease into a security agreement.

1. Lessee

Central Credit Control Inc.
Central Billing Service Inc

Name or Names

7700 Ritchie Highway, Suite 468, Glen Burnie, MD 21061
Address - Street No. City-County State Zip Code

RECORD FEE 12.00

2. Lessor

The Equipment Leasing Company POSTAGE .50

Box 307, Riderwood, Maryland 21139 #348240 C263 R01 T12:14

04/06/92

3. This Financing Statement covers the following types of property: (Describe) (Attach
separate list if necessary.) MARY M. ROSE

3 M Model 7560 (ANSI Cartridge) reader-Printer w/out Lens AA CO. CIRCUIT COURT
7520 Lens (23 5x Reduction)
Frame masking Kit

Lessee:

Central Credit Control Inc.
Central Billing Service Inc.

Carole Fauler
(Signature of Lessee)

Carole Fauler President
(Type or Print) (Include Title)

Lessor:

THE EQUIPMENT LEASING COMPANY

G. Arnold Kaufman
(Signature of Lessor)

G. ARNOLD KAUFMAN, CEO
(Type or Print) (Include Title)

To the Filing Officer: After this statement has been recorded, please mail the same to:
The Equipment Leasing Company, Box 307, Riderwood, Maryland 21139.

12-50

BOOK 579 PAGE 205

286051

11/80
11/80

NOT TO BE RECORDED IN LAND RECORDS

FINANCING STATEMENT

NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is
not intended to convert the lease into a security agreement.

1. Lessee

AGENCY INSURANCE COMPANY OF MARYLAND INC.
Name or Names

813 Maiden Choice Ln. Baltimore, MD 21228
Address - Street No. City-County State Zip Code

2. Lessor

The Equipment Leasing Company RECORD FEE 11.00

Box 307, Riderwood, Maryland 21139 POSTAGE .50

3. This Financing Statement covers the following types of property: (Describe) (Attach
separate list if necessary.) #748250 DOKS 501 712:14
04/06/92

ONE LOT OF OFFICE FURNITURE PER INVOICE

MARY M. ROSE

AA CO. CIRCUIT COURT

Lessee:

Agency Insurance Company OF Maryland Inc.

(Signature of Lessee)

(Type or Print) (Include Title)

Lessor:

THE EQUIPMENT LEASING COMPANY

(Signature of Lessor)

G. ARNOLD KAUFMAN, CEO

(Type or Print) (Include Title)

To the Filing Officer: After this statement has been recorded, please mail the same to:
The Equipment Leasing Company, Box 307, Riderwood, Maryland 21139.

11/2

PARTIES	
Debtor name (last name first if individual) and mailing address:	
KOP-FLEX, INC. Harmans Road Harmans, MD 21077	
Debtor name (last name first if individual) and mailing address:	
Debtor name (last name first if individual) and mailing address:	
Debtor name (last name first if individual) and mailing address:	
Secured Party(ies) name(s) (last name first if individual) and address for security interest information:	
YORK PENN MACHINERY CO 1124 Roosevelt Ave PO Box 1272 York, PA 17405	
Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:	
Special Types of Parties (check if applicable):	
<input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.	
<input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.	
<input type="checkbox"/> Debtor is a Transmitting Utility.	
SECURED PARTY SIGNATURE(S)	
This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)) -	
a. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor.	
b. <input type="checkbox"/> as to which the filing has lapsed.	
c. already subject to a security interest in another county in Pennsylvania -	
<input type="checkbox"/> when the collateral was moved to this county.	
<input type="checkbox"/> when the Debtor's residence or place of business was moved to this county.	
d. already subject to a security interest in another jurisdiction -	
<input type="checkbox"/> when the collateral was moved to Pennsylvania.	
<input type="checkbox"/> when the Debtor's location was moved to Pennsylvania.	
e. <input type="checkbox"/> which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).	
Secured Party Signature(s) (required only if box(es) is checked above):	

FINANCING STATEMENT	
Uniform Commercial Code Form UCC-1	
IMPORTANT - Please read instructions on reverse side of page 4 before completing	
Filing No. (stamped by filing officer):	Date, Time, Filing Office (stamped by filing officer):
BOOK 579 PAGE 206	286052
This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):	
<input type="checkbox"/> Secretary of the Commonwealth.	
<input checked="" type="checkbox"/> Clerk of Circuit Court, Anne Arundel County	
<input type="checkbox"/> real estate records of County.	
Number of Additional Sheets (if any):	Optional Special Identification (Max. 10 characters):
COLLATERAL	Identify collateral by item and/or type:
New Cincinnati T-10 HMC Horizontal Machining Center S/N 3621B1192-0007 with all standard equipment and accessories.	
This filing is for informational purposes and not subject to recordation tax.	
RECORD FEE 11.00	
POSTAGE .50g	
Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)) -	
a. <input type="checkbox"/> crops growing or to be grown on -	
b. <input type="checkbox"/> goods which are or are to become fixtures on -	
c. <input type="checkbox"/> minerals or the like (including oil and gas) as extracted on -	
d. <input type="checkbox"/> accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -	
the following real estate:	
Street Address:	
Described at: Book of (check one) <input type="checkbox"/> Deeds <input type="checkbox"/> Mortgages, at Page(s) for County. Uniform Parcel Identifier	
<input type="checkbox"/> Described on Additional Sheet.	
Name of record owner (required only if no Debtor has an interest of record):	
DEBTOR SIGNATURE(S)	
Debtor Signature(s): KOP-FLEX INC	
1 J. E. Stevenson Jr	
1a J. E. Stevenson Jr	
1b Ex V. P. & CFO	
RETURN RECEIPT TO:	
YORK PENN MACHINERY CO 1124 Roosevelt Ave PO Box 1272 York, PA 17405	

286053

BOOK 579 PAGE 207



This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code as an acknowledgment.

1. Debtor(s) (Last Name First) and address(es) Price, Seth & Eleanor 402 Benfield Rd. Severna Park, MD 21044	2. Secured Party(ies) and address(es) Continental Contractors, Inc. 304 Madeline Ave. Glen Burnie, MD 21060	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: Furnish & install 14 windows, one storm door Total amount financed 3691.00 Not subject to tax recorded in land records To perfect a security interest taken or retained by a seller of collateral to secure all or part of its price		<p>RECORD FEE 12.00</p> <p>POSTAGE .50</p> <p>#348520 0263 R01 T13:20</p> <p>5. Assignee(s) of Secured Party and Address Chrysler First Fin. 5550 Steett W. Pike Columbia, MD 21044 AA CO. CIRCUIT COURT</p>

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected.

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented

Filed with:

By Seth A. Price Continental Contractors, Inc.
Seth Price
By Eleanor O. Price
Eleanor Price
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)
Pat Wilder

(1) Filing Officer Copy-Alphabetical STANDARD FORM - FORM UCC-1.

286056

BOOK 579 PAGE 208

The underlying secured transaction being publicized by this Financing Statement ☐ is ☒ is not wholly or partially subject to the Maryland Recordation Tax on the taxable principal amount of the debt: \$ _____.

MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS ☐ YES ☒ NO

CLERK, CIRCUIT COURT ANNE ARUNDEL COUNTY

This Financing Statement dated 04-01-1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address:

TOWNE PARK LTD.
3 CHURCH CIRCLE
ANNAPOLIS, MD 21401

Check the box indicating the kind of statement.
Check only one box.

- (X) ORIGINAL FINANCING STATEMENT
() CONTINUATION ORIGINAL STILL EFFECTIVE
() AMENDMENT
() ASSIGNMENT
() PARTIAL RELEASE OF COLLATERAL
() TERMINATION

Name and address of Secured Party

Annapolis National Bank
P.O. Box 2279

Annapolis, MD 21404-2279

Name and address of Assignee

Date of maturity, if any

Check if proceeds/products of collateral are covered (X)

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate).

All Inventory, Chattel Paper, Accounts, Contract Rights, Equipment and General Intangibles; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds).

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Maryland from another jurisdiction.

Describe Real Estate if applicable:

This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box) ☒ MARY N. ROSE
() already subject to a security interest in the state of _____ when it was brought into this state or
when the debtor's location was changed to this state, or
() which is proceeds of the original collateral described above in which a security interest was perfected.

TOWNE PARK LTD.

By: JERRY B. SOUTH, PRESIDENT

Signature of Debtor

Annapolis National Bank

Signature of Secured Party

Clerk of Court, Anne Arundel County
Financing Statement Records
Court House
7 Church Circle
Annapolis, Maryland 21401

286057

BOOK 579 PAGE 209

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

Ross J. VanAntwerp, M.D.
484 A Ritchie Highway
Severna Park, Maryland 21146

2. NAME AND ADDRESS OF SECURED PARTY:

The Annapolis Banking and Trust Company
1824 George Avenue
Annapolis, Maryland 21401

3. This Financing Statement covers all:

- ☒ Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.
- ☐ Inventory, raw materials, etc., including after acquired and proceeds.
- ☒ Accounts, including after acquired, and proceeds.
- ☐ Contract rights, including after acquired, and proceeds.
- ☐ Right, title and interest in and to the liquor license issued with respect to the premises located at _____, and all renewals thereof.
- ☐ Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.
- ☐

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: _____.

5. This transaction is ☐ , is not ☒ exempt from the recordation tax. 11.00
Principal amount of the Debt is \$ 34,000.00

SECURED PARTY:

The Annapolis Banking and Trust Company

BY: Charles E. Ruch, Jr.
Vice President

(Type Name and Title)

DEBTOR:

Ross J. VanAntwerp, M.D.
Preventive Care Health Center

MARY M. ROSE

AA CO. CIRCUIT COURT

AFTER RECORDATION RETURN TO: The Annapolis Banking and Trust Company
1824 George Avenue
Annapolis, Maryland 21401

11-
238
50

✓ TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS
 TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS
 OF STATE DEPARTMENT OF ASSESSMENTS & TAXATION

286058

FINANCING STATEMENT

This Financing Statement is presented to the Clerk of the Circuit Court for Anne Arundel County, Maryland/State Department of Assessments and Taxation for filing pursuant to the Uniform Commercial Code.

RECORD FEE 14.00
 POSTAGE .50
 #403330 C489 R02 T14:39
 04/06/92

MARY M. ROSE
 AA CO. CIRCUIT COURT

<u>NAME OF SECURED PARTY</u>	<u>ADDRESS</u>
1. Annapolis National Bank	2083 West Street Annapolis, Maryland 21401

<u>NAME OF DEBTOR</u>	<u>ADDRESS</u>
2. Charles M. Schurman Barbara L. Schurman	1202 Watervale Court Pasadena, Maryland 21122

3. The Debtor grants to the Secured Party a security interest in, and this Financing Statement covers:

a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

c. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.

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d. All rents, profits, and benefits to the extent they may constitute contract rights, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.

4. In addition to the previously described kinds and types of property owned by the Debtor, the Debtor assigns, transfers, and sets over to the Secured Party all of the Debtor's right, title and interest in and to, and grants to the Secured Party a continuing security interest in, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party, which security interest shall be independent of and in addition to any right of set-off which the Secured Party may have.
5. Some of the above-described personal property is to be affixed to the real estate described in Schedule "A", attached hereto, being located in Anne Arundel County, Maryland, and described in a Deed of Trust of even date herewith and recorded among the Land Records of Anne Arundel County, Maryland, from the Debtor to the Trustee named therein for the benefit of the Secured Party. The aforementioned Deed of Trust serves as the security agreement which creates the security interest evidenced by this financing statement.
6. The proceeds and products of collateral are secured, as are future advances and after acquired property.
7. This Financing Statement is not subject to a Recordation Tax.
8. This Financing Statement is intended to evidence among the Financing Records the encumbrance of the items listed herein by a deed of trust from the aforesaid debtors securing the aforesaid secured party, dated the 24th day of March, 1992 and recorded simultaneously herewith (or prior hereto) among the Land Records of Anne Arundel County, Maryland.

EXECUTED THIS 24th day of March, 1992.

WITNESS:

By: Michael

Charles M. Schurman (SEAL)
Barbara L. Schurman (SEAL)

ATTEST:

By: Michael

ANNAPOLIS NATIONAL BANK
 By: Jeffrey Armiger, Vice President

AFTER RECORDING RETURN TO:
 BENJAMIN MICHAELSON, JR., P.A.
 80 West Street, Suite 110
 Annapolis, MD 21401
 File No. S-13194

SCHEDULE "A"

LEGAL DESCRIPTION

BEING KNOWN AND DESIGNATED as Lots Numbered One (1) and Two (2) as shown on the plat entitled "Administrative Plat CRAIN CENTRAL STATION" and recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 144, page 32 at Plat #7805. Being in the Fifth Assessment District of said County.

To Be Recorded:

- ☒ Among the Financing Statement Records of Anne Arundel County, Maryland.
- ☐ Among the Records of the Maryland State Department of Assessments and Taxation.

Not subject to Recordation Tax imposed pursuant to Title 12 of the Tax Property Article of the Annotated Code of Maryland.

Principal Amount is \$25,000.00.

The appropriate recordation taxes, if any, have been paid upon the filing of a Deed of Trust and Security Agreement (the "Deed of Trust") recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

RECORD FEE 14.00
POSTAGE .50
#403340 C489 R02 T14:39
04/06/92
MARY M. ROSE
AA CO. CIRCUIT COURT

FINANCING STATEMENT

1. Debtors: Charles M. Schurman
6 Central Avenue
Glen Burnie, MD 21061

Barbara Schurman
6 Central Avenue
Glen Burnie, MD 21061
2. Secured Party: Glen Burnie Urban Renewal Associates
7779 New York Lane
Glen Burnie, MD 21061
3. This Financing Statement covers the following types of property: All fixtures, furniture, or personal property of any kind, now or hereafter located in the below described property. All rents, issues and profits from the said property; all contract rights of and from the properties; and all building materials and equipment now or hereafter delivered to the property intended to be installed therein.
4. The above described personal property may be affixed to the real property, described in Exhibit A attached hereto and made a part hereof.
5. Proceeds of collateral are covered.

6. Products of collateral are covered.

BOOK 579 PAGE 214

DEBTOR:

CMR
Charles M. Schurman

Dated: 3-24-92

Barbara R. Schurman
Barbara Schurman

Dated: 3-24-92

Filing Officer: After Recording Please Return to:

Barry Weiskopf, Esquire
Kaplan, Heyman, Greenberg,
Engelman & Belgrad, P.A.
10th Floor - Sun Life Building
20 South Charles Street
Baltimore, MD 21201
(301) 539-6967

SCHEDULE "A"

BOOK 579 PAGE 215

LEGAL DESCRIPTION

BEING KNOWN AND DESIGNATED as Lots Numbered One (1) and Two (2) as shown on the plat entitled "Administrative Plat CRAIN CENTRAL STATION" and recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 144, page 32 at Plat #7805. Being in the Fifth Assessment District of said County.

FINANCING STATEMENT

TO BE RECORDED IN
THE FINANCING STATEMENT
RECORDS OF ~~SDAT~~ ANNE ARUNDEL
COUNTY, MARYLAND

RECORDATION TAX ON
THE PRINCIPAL AMOUNT
OF \$1,600,000 HAS
BEEN PAID TO THE
CLERK OF THE COURT
FOR ANNE ARUNDEL
COUNTY, MARYLAND

This Financing Statement is presented to a Filing
Officer pursuant to the Uniform Commercial Code:

1. Debtor:

Fox Hollow Associates

Address:

1410 Forest Drive
Suite 30
Annapolis, Maryland 21403

RECORD FEE 18.00
POSTAGE .50
#403380 C489 R02 T14:41
04/06/92
MARY M. ROSE
AA CO. CIRCUIT COURT

2. Secured Party:

Provident Bank of
Maryland

Address:

114 E. Lexington Street
Baltimore, Maryland 21202
Attn: Commercial Real Estate
Department

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the Debtor and located in or upon any interest or estate in land described below or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the generality of the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and appurtenant facilities erected or to be erected in or upon the said land, and any and all renewals and replacements thereof and any substitutions for, or additions to the same;

1850

(b) The reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases and contracts of sale with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law as well as in equity, which Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land;

(c) All documents, instruments, general intangibles, chattel paper, contract rights, inventory and accounts now owned or hereafter acquired by the Debtor as such property may from time to time exist, together with all modifications, accessions and substitutions therefor and proceeds therefrom; and

(d) All the rights, title, interest and privileges which the Debtor as seller has or may have in the contracts of sale now existing or hereafter made and affecting the herein described land, as such contracts may have been, or may from time to time be, modified, extended and renewed, with all deposits, proceeds, income and profits due and becoming due therefrom.

4. The aforesaid items are included as security in an Assignment of Contracts and Other Income and Security Agreement from Debtor to Secured Party and in a Deed of Trust, Assignment of Rents and Security Agreement given by Debtor to Frank J. Scarangelo and Raymond E. Schlissler, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland.

5. Proceeds of collateral are covered hereunder.

6. The land is more particularly described in Exhibit A attached hereto. BOOK 579 PAGE 219

Debtor:

FOX HOLLOW ASSOCIATES,
a Maryland general partnership

By: Sylmar Homes, Inc.,
a Maryland corporation,
General Partner

By: Robert Libson
Robert Libson,
President

Dated: April 2, 1992

Please return to:

Sandra H. Darby, Esquire
Semmes, Bowen & Semmes
250 West Pratt Street
Baltimore, Maryland 21201

32:1250
FINANCING STATEMENT

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 286061

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 179,000.00If this statement is to be recorded in land records check here. ☐

Recordation Tax paid to Anne Arundel County in the amount of \$1,253.00.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name B & H Excavating Co., Inc.Address 6924 Fort Smallwood Road Baltimore, Maryland 21226

2. SECURED PARTY

Name ORIX Credit Alliance, Inc.Address P.O. Box 676, 1331A Ashton Road Hanover, Maryland 21076

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

RECORD FEE 17.00

4. This financing statement covers the following types (or items) of property: (list)

RECORD TAX 1253.00

POSTAGE .50

M348990 0263 R01 T15:27

04/06/92

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

MARY M. ROSE

AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

B & H Excavating Co., Inc.

James E. Hurst, Pres.
(Signature of Debtor)
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ORIX Credit Alliance, Inc.

John P. White
(Signature of Secured Party)
FRANKIE TELLER, ASST. OPER. MGR.

Type or Print Above Signature on Above Line

John P. White

XX 1200 KONG OAKSON WHEATMARK
XX 10 XEKGINGT ONDAVE BELK

SECURITY AGREEMENT—MORTGAGE ON GOODS AND CHATTELS

by and between

ss at
BOOK 579 PAGE 221

ORIX Credit Alliance, Inc.

ORIX Credit Alliance, Inc.

WITNESSETH:

1. To secure the prompt payment, with interest thereon, performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures, general intangibles and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor and all proceeds and any distribution thereof and any insurance thereon (all of the foregoing hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagee shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but other wise shall remain in full force and effect. Mortgagor grants Mortgagee a security interest in the Mortgaged Property to secure the Mortgage Obligations.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsements, guaranties, benefits and financial accommodations heretofore and/or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore and/or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be and/or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements and the amount due upon any notes or other obligations, given to or received by Mortgagee directly from Mortgagor or by way of assignment from any one or more third parties and whether or not presently contemplated by the parties, and for or on account of any of the foregoing, and the prompt performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee. With respect to any and all Mortgage Obligations, time is and shall be of the essence.

3. Mortgagor covenants and warrants to Mortgagee and agrees that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity of any unpaid installment of the Mortgage Obligations, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day until the Mortgage Obligations are collected by the Mortgagee in full and if all or any portion of the Mortgage Obligations be referred to an attorney for collection, a reasonable sum (equal to 20% of the unpaid amount of such Mortgage Obligations) as attorneys' fees. Any interest rate, fee or charge ("rate") charged or to be charged or provided for in any way hereunder or under any document, note or instrument given in connection with any of the Mortgage Obligations shall not in any event or contingency exceed any maximum permitted by applicable law and any such rate shall be deemed hereby amended accordingly. Any sums collected with respect to any rate in excess of any maximum, shall be applied to reduce the principal sum owing under the Mortgage Obligations. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

Mortgagor owns and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof free of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in good repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies (each containing a standard/breach of warranty clause) acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally owned by Mortgagor and not become a part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and tenants of mortgagoes of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property may be located and with any orders, ordinances, laws or statutes of any city, state or other entity having jurisdiction over the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any defects or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense, including reasonable attorneys' fees, that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the full, prompt and faithful performance of any of the terms, conditions and provisions of this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or cause the performance of such, for the account and at the sole cost and expense of Mortgagor, which (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross-claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagee. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, or if none be shown, at the last known address of Mortgagor, according to Mortgagee's records, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the exclusive venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder or with respect to the Mortgage Obligations, except with respect to any action seeking replevin of any of the Mortgaged Property. At Mortgagee's request Mortgagor will furnish current financial statements satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or become insolvent, or make an assignment for the benefit of creditors, or if proceedings under any Bankruptcy Act or for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail to punctually and faithfully fulfill, observe or perform any of the terms, conditions, promises, covenants and warranties contained in this Mortgage or in any present or future agreement or instrument made by Mortgagor and then held by Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of stock or control of Mortgagor, or if Mortgagor at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event the indebtedness under all Mortgage Obligations shall at once, at the option of Mortgagee, and to the extent permitted by applicable law, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property, at any time, wherever it may be, and to enter any premises, with or without process of law, and search for, take possession of, remove, or keep and store the Mortgaged Property on said premises until sold, without liability for trespass nor charge for storage, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect, in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. Any public sale will be deemed commercially reasonable if notice thereof shall be mailed to Mortgagor at least 10 days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale and if upon terms of 25% cash down with the balance payable within 24 hours, and any private sale shall be deemed commercially reasonable if notice thereof be mailed to Mortgagor at least 14 days before the sale date stated therein and credit given for the full price stated, less reasonable attorneys' fees. In light of Mortgagor's obligation to maintain the Mortgaged Property, Mortgagor shall not be required to refurbish, repair or otherwise incur any expenses in preparing the Mortgaged Property for sale but may sell its interest therein on an "as-is", "where-is" basis. The proceeds of any public sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including reasonable attorneys' fees (deemed to be 20% of the unpaid Mortgage Obligations) and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency plus late charges thereon as provided above. Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof. Such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond warranted by a national insurance company authorized to execute such bonds in the jurisdiction of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder, plus reasonable attorneys' fees, and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and effective when delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or with respect to any and all counterclaims, cross-claims, setoffs or recoupment claims.

6. Mortgagor may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagee, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's possession and belonging or owing to Mortgagee, and for such purposes, endorse the name of Mortgagee on any such instrument made payable to Mortgagee for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied, without notice to Mortgagee, partly or entirely to such of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion,

Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations shall in no event, circumstance or contingency, exceed any maximum permitted by applicable law.

7. If, after default by Mortgagor under the Mortgage Obligations, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the right of Mortgagee subsequently to make demand for immediate payment, performance and fulfillment of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose this Mortgage at any time, or to proceed otherwise, and the acceptance by Mortgagee of any payment subsequent to such default shall not be deemed a waiver of any of Mortgagee's rights. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to the original mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain, service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and thus not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST/WITNESS

B & H Excavating Co., Inc.

(Seal)

Mortgagor

By

Secretary/Witness

(Title)

STATE OF **Maryland**
COUNTY OF **Baltimore**

} S.S.

James E. Hurst being duly sworn, deposes and says:

1. He is the **President** of **B & H Excavating Co., Inc.** (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to the mortgagee named in the foregoing Mortgage (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this _____ day of _____, 19 _____

NOTARY PUBLIC

(Notarial Seal)

STATE OF _____, COUNTY OF _____, SS:
I, _____, a Notary Public duly qualified in and for said County and State, do hereby certify that on this _____ day of _____, 19 _____ in (Place) _____ in said County, before me personally appeared _____ to me personally well known

(For Individual)

as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership)

and known as and to be member of the partnership of _____

and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)

to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of _____

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing; and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he

knows the contents of said instrument; that he resides at _____

that he knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

NOTARY PUBLIC

BOOK 579 PAGE 223

SCHEDULE "A"

This schedule is attached to and becomes part of Security Agreement, Conditional Sales Contract, Chattel Mortgage, Lease or _____ dated _____ March 27, 19 92 between the undersigned.

QUANTITY	DESCRIPTION OF PROPERTY (Indicate Whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Used Mack Cab & Chassis	RW713	1M2AY1DY3JM003473
One (1)	Used John Deere Bulldozer	1986 450E	40004
One (1)	Used Caterpillar Crawler Loader	963	21Z02387
One (1)	Used Caterpillar Dozer	1975 D7G	92V00917
One (1)	Used Ingersoll Rand Roller	1982 SP56	5232
One (1)	Used Caterpillar Pan	1966 621A	23H855
One (1)	Used Caterpillar Dozer	1971 D-8H	46A26775
One (1)	Used Caterpillar Loader	1979 977L	14X1329
One (1)	Used Caterpillar Grader	1969 12F	73G2564
One (1)	Used Lincoln Portable Welder		A705291
Two (2)	Used Caterpillar Scraper Pans	1976 621B	45P1421 45P1423
One (1)	Used Caterpillar Loader	1972 955L	85J6105
One (1)	Used John Deere Crawler	1980 450C	352416
One (1)	Used Caterpillar Root Rake	1985	
One (1)	Used Rockland Root Rake	1987	LR-1574
One (1)	Used International Truck	1974	43747DGALL466
One (1)	Used Thiele Demo Trailer	1976	30DST720482
One (1)	Used Chevrolet Blazer	1985	1G8EK18H5FF203482
One (1)	Used Rogers 35 ton Trailer	1985	20265
One (1)	Used Chevrolet 1-ton Service Body Truck	1988	1GBHR34K0JJ138353
One (1)	Used Chevrolet ½-ton Pick-up Truck	1988	1GCCS14R2J2280788
One (1)	Used Lincoln Mark 7	1990	1LNCM93E9LY689745
	And all attachments and accessories thereto.		

This schedule is hereby verified correct and undersigned Purchaser(s), Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Secured Party/Seller/Mortgagee/Lessor:

ORIX Credit Alliance, Inc.

By: _____

Debtor/Purchaser/Mortgagor/Lessee:

B & H Excavating Co., Inc.

By: 

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286062

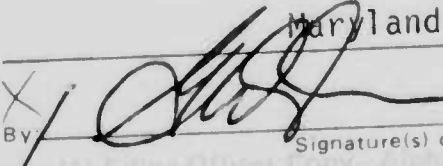
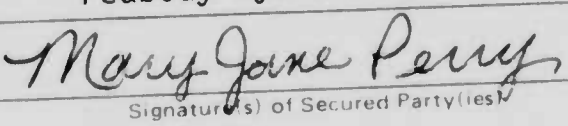
This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) Maryland Industrial Truck, Inc. 1330 West Nursery Road Linthicum, MD 21090	2. Secured Party(ies) and address(es) Peabody Myers Corporation Attn: Credit Dept. 1621 S. Illinois St. Streator, IL 61364	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #349010 C263 R01 T15:29 04/06/92 MARY M. ROSE
4. This financing statement covers the following types (or items) of property: Sunvac street sweepers, Vactor sewer and catch basin cleaners, truck chassis on which the same are mounted, together with associated engines, transmissions, and all replacement parts, additions or accessions, and all cash and non cash proceeds of sale of each thereof, including Accounts, presently or hereafter acquired.		5. Assignee (photocopy and attach if any)

This statement is filed without the debtor's signature to perfect a security interest in collateral (check ☒ if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state
☐ which is proceeds of the original collateral described above in which a security interest was perfected

Check ☒ if covered ☒ Proceeds of Collateral are also covered ☐ Products of Collateral are also covered No. of additional Sheets presented

Filed with: Clerk of Circuit COURT P.O. Box 71 Annapolis, MD 21404

Maryland Industrial Truck, Inc.		Peabody Myers Corporation	
By 	By 		
Signature(s) of Debtor(s)	Signature(s) of Secured Party(ies)		

STANDARD FORM - FORM UCC-1.

BOOK 579 PAGE 225

286063

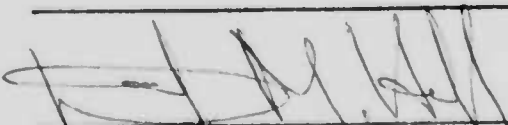
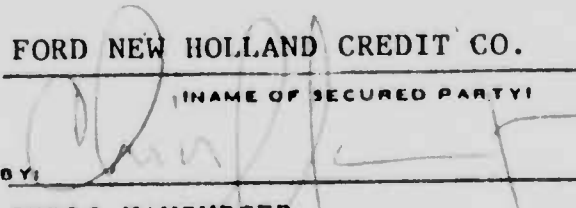
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) TECHLAWN INTERNATIONAL, INC. P.O. BOX 452 SHADYSIDE, MD 20764	2. Secured Party(ies) and Address(es) FORD NEW HOLLAND CREDIT CO. PO BOX 36387 RICHMOND, VA 23235
For Filing Officer (Date, Time, Number and Filing Office) MARY M. ROSE 04/06/92	

3. This Financing Statement covers the following types (or items) of personal property:
2 NEW FERRIS PRO-CUT FRONT MOWERS, SER.#'S 3218 & 3233.

Check if covered: ☐ Proceeds of collateral covered ☐ Products of collateral covered
4. This transaction is exempt from the Recording Tax:
"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"
Filed with:

 SIGNATURE OF DEBTOR TECHLAWN INTERNATIONAL, INC.	 FORD NEW HOLLAND CREDIT CO. NAME OF SECURED PARTY BY CHRIS HANBURGER
--	---

STATEMENT OF AMENDMENT OF
FINANCING STATEMENT

This Statement is presented to a Filing Officer for filing pursuant to the Maryland Uniform Commercial Code. This Statement refers to the original Financing Statement, filed among the Financing Statement Records of Anne Arundel County, Maryland, in Liber 572, Folio 540, on October 1, 1991. Identification No. 284667.

1. Name And Address Of Debtor: Landcon, Inc.
8745R Mylander Lane
Baltimore, Maryland 21204
Attention: Richard Yaffe,
President
2. Name And Address Of Secured Party: The Citizens National Bank
390 Main Street
Laurel, Maryland 20707
3. Name and Address Of Trustees: Martin A. Sharpless
Patricia G. Woods
The Citizens National Bank
390 Main Street
Laurel, Maryland 20707
4. The original Financing Statement referred to above shall be, and hereby is, amended as follows:

The parcel of land described in Exhibit A attached thereto as a part thereof (and the improvements now or hereafter existing thereon) shall be, and hereby is, amended to include those lots described in Exhibit A attached hereto and made a part hereof.

DEBTOR:
LANDCON, INC.

SECURED PARTY:
THE CITIZENS NATIONAL BANK

By: *Richard Yaffe*
RICHARD YAFFE, PRESIDENT

By: *Patricia G. Woods*
PATRICIA G. WOODS, A.V.P.

Return To:
Martin L. Goozman, Esquire
Wilson, Goozman, Bernstein and Markuski
9101 Cherry Lane, Suite 207
Laurel, Maryland 20708

EXHIBIT A

LEGAL DESCRIPTION

BEING KNOWN AND DESIGNATED as Lot No. 32, as shown on that Plat entitled, "Orchard Gate at Piney Orchard P.U.D. Subdivision, Phase 1 Parcel 15A", Plat 4 of 4, recorded among the Land Records of Anne Arundel County, Maryland as Plat No. 7067 in Plat Book 135, Page 44; and

BEING KNOWN AND DESIGNATED as Lot No. 33, as shown on that Plat entitled, "Orchard Gate at Piney Orchard P.U.D. Subdivision, Phase 1 Parcel 15A", Plat 2 of 4, recorded among the Land Records of Anne Arundel County, Maryland as Plat No. 7065 in Plat Book 135, Page 44.

Remit To: Martin L. Goozman, Esquire
Wilson, Goozman, Bernstein and Markuski
9101 Cherry Lane, Suite 207
Laurel, Maryland 20708

PARTIES	
Debtor name (last name first if individual) and mailing address:	
JOHN S. PRICE 7810 CLARK RD D28 JESSUP MD 20794 1	
Debtor name (last name first if individual) and mailing address:	
CONNIE L. PRICE 7810 CLARK RD D28 JESSUP MD 20794 1a	
Debtor name (last name first if individual) and mailing address:	
1b	
Secured Party(ies) names(s) (last name first if individual) and address for security interest information:	
MOBILE HOME ASSOCIATES HOLIDAY MOBILE ESTATES CLARK ROAD JESSUP MD 20794 2	
Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:	
GREEN TREE ACCEPTANCE, INC. 3062 PS BUSINESS CENTER WOODBIDGE VA 22192 2a	
Special Types of Parties (check if applicable):	
<input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.	
<input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.	
<input type="checkbox"/> Debtor is a Transmitting Utility.	
3	
SECURED PARTY SIGNATURE(S)	
This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):	
a. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor.	
b. <input type="checkbox"/> as to which the filing has lapsed.	
c. already subject to a security interest in another county in Pennsylvania:	
<input type="checkbox"/> when the collateral was moved to this county.	
<input type="checkbox"/> when the Debtor's residence or place of business was moved to this county.	
d. already subject to a security interest in another jurisdiction:	
<input type="checkbox"/> when the collateral was moved to Pennsylvania.	
<input type="checkbox"/> when the Debtor's location was moved to Pennsylvania.	
e. <input type="checkbox"/> which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).	
Secured Party Signature(s) (required only if box(es) is checked above).	
MOBILE HOME ASSOCIATES by Keith Martin	
4	

FINANCING STATEMENT	
Uniform Commercial Code Form UCC-1	
IMPORTANT-Please read instructions on reverse side of page 4 before completing	
Filing No. (stamped by filing officer):	Date, Time, Filing Office (stamped by filing officer):
BOOK 579 PAGE 228	286064
5	
This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box)	
<input type="checkbox"/> Secretary of the Commonwealth.	
<input type="checkbox"/> Prothonotary of _____	
<input type="checkbox"/> real estate records of _____	
RECORD FEE 12.00 COUNTY HUNTERDON COUNTY 7/10/72 6	
Number of Additional Sheets (if any):	
Optional Special Identification (Max. 10 characters):	
COLLATERAL MARY M. ROSE AP CO. CIRCUIT COURT 8	
Identify collateral by item and/or type:	
1992 THE COMMODORE CORPORATION CAPEWOOD	
28 X 56 SERIAL# AQ266336AB AND INCLUDING	
ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES	
THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE	
ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR	
PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT	
OR INSTALLMENT LOAN AGREEMENT. THIS FINANCING	
STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY	
HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.(i) OR	
THE STATE LAW EQUIVALENT STATUTE.	
<input type="checkbox"/> (check only if desired) Products of the collateral are also covered.	
9	
Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)):	
a. <input type="checkbox"/> crops growing or to be grown on -	
b. <input type="checkbox"/> goods which are or are to become fixtures on -	
c. <input type="checkbox"/> minerals or the like (including oil and gas) as extracted on -	
d. <input type="checkbox"/> accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -	
the following real estate:	
Street Address:	
Described at: Book _____ of (check one) <input type="checkbox"/> Deeds <input type="checkbox"/> Mortgages, at Page(s) _____	
for _____ County. Uniform Parcel Identifier _____	
<input type="checkbox"/> Described on Additional Sheet.	
Name of record owner (required only if no Debtor has an interest of record):	
10	
DEBTOR SIGNATURE(S)	
Debtor Signature(s):	
JOHN S. PRICE John S Price	
CONNIE L. PRICE Connie L Price	
11	
1b	
RETURN RECEIPT TO:	
GREEN TREE ACCEPTANCE, INC.	
3062 PS BUSINESS CENTER	
WOODBIDGE VA 22192	
12	

FINANCING STATEMENT FORM UCC-1

Identifying File No. 286065

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name American Flight

Address Airport Square VII, Suite 380, Baltimore, MD 21240

2. SECURED PARTY

Name Keystone Foods Corporation

Address 931 Haverford Road
Bryn Mawr, PA 19010

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

#0056275-801 COUNTY - Anne Arundel

(1) 1980 British Aerospace HS125-700A Aircraft, Serial No. 1, to Lease Supplement No. 1, attached hereto and made a part hereof, together with all accessories, additions and attachments thereto and substitutions and replacements therefor. This filing is made for precautionary purposes. Lessor and Lessee consider the underlying transaction to be a true lease. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement.

RECORD FEE 11.00
POSTAGE .05
POSTAGE .45
#108410 0191 R03 T13:28
04/06/92
MARY H. ROSE
AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Assignee: Pitney Bowes Credit Corporation
201 Merritt Seven
Norwalk, CT 06856

David E. Russell
(Signature of Debtor)

DAVID E. RUSSELL
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Margaret Miller
(Signature of Assignee)

John J. Coggins VP
(Signature of Secured Party)

John J. Coggins
Type or Print Above Signature on Above Line

11.50

Description of Aircraft and Lessor's Cost

<u>Description</u>	<u>Lessor's Cost</u>
1980 British Aerospace, Model HS 125-700A Aircraft which consists of the following components:	
(a) Airframe bearing FAA Registration Mark N 10PW and Manufacturer's Serial No. NA273;	
(b) Two, (2) Garrett; Model MSP-TFE731-3R-1H engines bearing Manufacturer's Serial Nos. P84238 and P84239, respectively (each of which has 750 or more rated takeoff horsepower or the equivalent of such horsepower);	
(c) _____, (_____) _____ propellers bearing, respectively, Manufacturer's Serial Nos. _____ and _____, each being rated as follows: _____ _____.	
(d) Standard accessories and optional equipment and such other items fitted or installed on the Aircraft;	
(e) Those items of Lessee Furnished Equipment described in a bill of sale or bills of sale therefor (copies of which are appended hereto), delivered by Lessee to Lessor which constitute appliances and equipment which will be installed on the Aircraft; and	
(f) Other components of Lessor's Cost; and	
(g) Sales tax, if applicable.	

Total Lessor's Cost \$3,500,000.00

jc

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 570-231

286046

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Sentry Financial Corporation

Address 201 South Main, Suite 1400, Salt Lake City, Utah 84111

2. SECURED PARTY

Name Sentry Equipment Financing Limited Partnership

Address 201 South Main, Suite 1400, Salt Lake City, Utah 84111

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See attached Exhibit A

casi20-loan

RECORD FEE 11.00

POSTAGE .50

Name and address of Assessor
#108510 C191 R03 T15:33

04/06/92

MARY H. ROSE

AA CO. CIRCUIT COURT

Anne Arundel County, MD

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

Linda D. Cary
(Signature of Debtor)

Sentry Financial Corporation
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

JM Ruger, COO
(Signature of Secured Party)

Sentry Equipment Financing Limited Partnership
Type or Print Above Signature on Above Line

Exhibit A
to the
UCC-1 Financing Statement

BOOK 579 PAGE 232

LEASE: Equipment Schedule No. 20 dated March 31, 1992 issued pursuant to Master Lease dated January 31, 1991, between Sentry Financial Corporation, as original Lessor, and CardioAnalysis Systems, Inc., as Lessee.

EQUIPMENT: All medical devices and related equipment under lease to CardioAnalysis Systems, Inc., pursuant to Equipment Schedule No. 20 described above.

casi\RA20LOAN.UCC

19.00

DATE 4-3-92/2:00 PM 286067
PAGES 4
DEBTORS 3
REC. TAX

RECEIVED
'92 APR 3 PM 2 01

BOOK 579 PAGE 233

STATE DEPT. OF
ASSESSMENT & TAXATION

AGREEMENT OF INDEMNITY

THIS AGREEMENT of Indemnity, made and entered into this 19th day of June, 19.85, by First Ridge Limited Partnership
407 Crain Highway, Glen Burnie, Maryland 21061 (Insert full name and address of Contractor)
(hereinafter called the Contractor) and
John W. Steffey, Sr. and Reliable Homes Corporation, 407 Crain Highway, Glen Burnie, Maryland 21061 (Insert full names and addresses of Indemnitors, if any)
(hereinafter called the Indemnitors, if any) and
International Fidelity Insurance Company (hereinafter called Surety),
(Insert name and address of Surety)

WITNESSETH:

WHEREAS, the Contractor, in the performance of contracts and the fulfillment of obligations generally, whether in its own name solely or as co-adventurer with others, may desire, or be required to give or procure certain surety bonds, undertakings or instruments of guarantee, and to renew, or continue or substitute the same from time to time; or new bonds, undertakings or instruments of guarantee with the same or different penalties, and/or conditions, may be desired or required, in renewal, continuation, extension or substitution thereof; any one or more of which are hereinafter called Bonds; or the Contractor or Indemnitors may request the Surety to refrain from cancelling said Bonds; and

WHEREAS, at the request of the Contractor and the Indemnitors and upon the express understanding that this Agreement of Indemnity should be given, the Surety has executed or procured to be executed, and may from time to time hereafter execute or procure to be executed, said Bonds on behalf of the Contractor; and

WHEREAS, the Indemnitors have a substantial, material and beneficial interest in the obtaining of the Bonds or in the Surety's refraining from cancelling said Bonds.

NOW, THEREFORE, in consideration of the premises the Contractor and Indemnitors for themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, hereby covenant and agree with the Surety, its successors and assigns, as follows:

PREMIUMS

FIRST: The Contractor and Indemnitors will pay to the Surety in such manner as may be agreed upon all premiums and charges of the Surety for the Bonds in accordance with its rate filings, its manual of rates, or as otherwise agreed upon, until the Contractor or Indemnitors shall serve evidence satisfactory to the Surety of its discharge or release from the Bonds and all liability by reason thereof.

INDEMNITY

SECOND: The Contractor and Indemnitors shall exonerate, indemnify, and keep indemnified the Surety from and against any and all liability for losses and/or expenses of whatsoever kind or nature (including, but not limited to, interest, court costs and counsel fees) and from and against any and all such losses and/or expenses which the Surety may sustain and incur: (1) By reason of having executed or procured the execution of the Bonds, (2) By reason of the failure of the Contractor or Indemnitors to perform or comply with the covenants and conditions of this Agreement or (3) In enforcing any of the covenants and conditions of this Agreement. Payment by reason of the aforesaid causes shall be made to the Surety by the Contractor and Indemnitors as soon as liability exists or is asserted against the Surety, whether or not the Surety shall have made any payment therefor. Such payment shall be equal to the amount of the reserve set by the Surety. In the event of any payment by the Surety the Contractor and Indemnitors further agree that in any accounting between the Surety and the Contractor, or between the Surety and the Indemnitors, or either or both of them, the Surety shall be entitled to charge for any and all disbursements made by it in good faith in and about the matters herein contemplated by this Agreement under the belief that it is or was liable for the sums and amounts so disbursed, or that it was necessary or expedient to make such disbursements, whether or not such liability, necessity or expediency existed; and that the vouchers or other evidence of any such payments made by the Surety shall be prima facie evidence of the fact and amount of the liability to the Surety.

ASSIGNMENT

THIRD: The Contractor, the Indemnitors hereby consenting, will assign, transfer and set over, and does hereby assign, transfer and set over to the Surety, as collateral, to secure the obligations in any and all of the paragraphs of this Agreement and any other indebtedness and liabilities of the Contractor to the Surety, whether heretofore or hereafter incurred, the assignment in the case of each contract to become effective as of the date of the bond covering such contract, but only in the event of (1) any abandonment, forfeiture or breach of any contracts referred to in the Bonds or of any breach of any said Bonds; or (2) of any breach of the provisions of any of the paragraphs of this Agreement; or (3) of a default in discharging such other indebtedness or liabilities when due; or (4) of any assignment by the Contractor for the benefit of creditors, or of the appointment, or of any application for the appointment, of a receiver or trustee for the Contractor whether insolvent or not; or (5) of any proceeding which deprives the Contractor of the use of any of the machinery, equipment, plant, tools or material referred to in section (b) of this paragraph; or (6) of the Contractor's dying, absconding, disappearing, incompetency, being convicted of a felony, or imprisoned if the Contractor be an individual: (a) All the rights of the Contractor in, and growing in any manner out of, all contracts referred to in the Bonds, or in, or growing in any manner out of, all contracts referred to in the Bonds; (b) All the rights, title and interest of the Contractor in and to all machinery, equipment, plant, tools and materials which are now, or may hereafter be, about or upon the site or sites of any and all of the contractual work referred to in the Bonds or elsewhere, including materials purchased for or chargeable to any and all contracts referred to in the bonds, materials which may be in process of construction, in storage elsewhere, or in transportation to any and all of said sites; (c) All the rights, title and interest of the Contractor in and to all subcontracts let or to be let in connection with any and all contracts referred to in the Bonds, and in and to all surety bonds supporting such subcontracts; (d) All actions, causes of actions, claims and demands whatsoever which the Contractor may have or acquire against any subcontractor, laborer or materialman, or any person furnishing or agreeing to furnish or supply labor, material, supplies, machinery, tools or other equipment in connection with or on account of any and all contracts referred to in the Bonds; and against any surety or sureties of any subcontractor, laborer, or materialman; (e) Any and all percentages retained and any and all sums that may be due or hereafter become due on account of any and all contracts referred to in the Bonds and all other contracts whether bonded or not in which the Contractor has an interest.

NOT SUBJECT TO RECOMPUTATION TAX 19.50

FOURTH: If any of the Bonds are executed in connection with a contract which by its terms or by law prohibits the assignment of the contract price, or any part thereof, the Contractor and Indemnitors covenant and agree that all payments received for or on account of said contract shall be held as a trust fund in which the Surety has an interest, for the payment of obligations incurred in the performance of the contract and for labor, materials, and services furnished in the prosecution of the work provided in said contract or any authorized extension or modification thereof; and, further, it is expressly understood and declared that all monies due and to become due under any contract or contracts covered by the Bonds are trust funds, whether in the possession of the Contractor or Indemnitors or otherwise, for the benefit of and for payment of all such obligations in connection with any such contract or contracts for which the Surety would be liable under any of said Bonds, which said trust also inures to the benefit of the Surety for any liability or loss it may have or sustain under any said Bonds, and this Agreement and declaration shall also constitute notice of such trust.

UNIFORM COMMERCIAL CODE

FIFTH: That this Agreement shall constitute a Security Agreement to the Surety and also a Financing Statement, both in accordance with the provisions of the Uniform Commercial Code of every jurisdiction wherein such Code is in effect and may be so used by the Surety without in any way abrogating, restricting or limiting the rights of the Surety under this Agreement or under law, or in equity.

TAKEOVER

SIXTH: In the event of any breach, delay or default asserted by the obligee in any said Bonds, or the Contractor has suspended or ceased work on any contract or contracts covered by any said Bonds, or failed to pay obligations incurred in connection therewith, or in the event of the death, disappearance, Contractor's conviction for a felony, imprisonment, incompetency, insolvency, or bankruptcy of the Contractor, or the appointment of a receiver or trustee for the Contractor, or the property of the Contractor, or in the event of an assignment for the benefit of creditors of the Contractor, or if any action is taken by or against the Contractor under or by virtue of the National Bankruptcy Act, or should reorganization or arrangement proceedings be filed by or against the Contractor under said Act, or if any action is taken by or against the Contractor under the insolvency laws of any state, possession, or territory of the United States the Surety shall have the right, at its option and in its sole discretion and is hereby authorized, with or without exercising any other right or option conferred upon it by law or in the terms of this Agreement, to take possession of any part or all of the work under any contract or contracts covered by any said Bonds, and at the expense of the Contractor and Indemnitors to complete or arrange for the completion of the same, and the Contractor and Indemnitors shall promptly upon demand pay to the Surety all losses, and expenses so incurred.

CHANGES

SEVENTH: The Surety is authorized and empowered, without notice to or knowledge of the Indemnitors to assent to any change whatsoever in the Bonds, and/or any contracts referred to in the Bonds, and/or in the general conditions, plans and/or specifications accompanying said contracts, including, but not limited to, any change in the time for the completion of said contracts and to payments or advances thereunder before the same may be due, and to assent to or take any assignment or assignments, to execute or consent to the execution of any continuations, extensions or renewals of the Bonds and to execute any substitute or substitutes therefor, with the same or different conditions, provisions and obligees and with the same or larger or smaller penalties, it being expressly understood and agreed that the Indemnitors shall remain bound under the terms of this Agreement even though any such assent by the Surety does or might substantially increase the liability of said Indemnitors.

ADVANCES

EIGHTH: The Surety is authorized and empowered to guarantee loans, to advance or lend to the Contractor any money, which the Surety may see fit, for the purpose of any contracts referred to in, or guaranteed by the Bonds; and all money expended in the completion of any such contracts by the Surety, or lent or advanced from time to time to the Contractor, or guaranteed by the Surety for the purposes of any such contracts, and all costs, and expenses incurred by the Surety in relation thereto, unless repaid with legal interest by the Contractor to the Surety when due, shall be presumed to be a loss by the Surety for which the Contractor and the Indemnitors shall be responsible, notwithstanding that said money or any part thereof should not be so used by the Contractor.

BOOKS AND RECORDS

NINTH: At any time, and until such time as the liability of the Surety under any and all said Bonds is terminated, the Surety shall have the right to reasonable access to the books, records, and accounts of the Contractor and Indemnitors; and any bank depository, materialman, supply house, or other person, firm, or corporation when requested by the Surety is hereby authorized to furnish the Surety any information requested including, but not limited to, the status of the work under contracts being performed by the Contractor, the condition of the performance of such contracts and payments of accounts.

DECLINE EXECUTION

TENTH: Unless otherwise specifically agreed in writing, the Surety may decline to execute any Bond and the Contractor and Indemnitors agree to make no claim to the contrary in consideration of the Surety's receiving this Agreement; and if the Surety shall execute a Bid or Proposal Bond, it shall have the right to decline to execute any and all of the bonds that may be required in connection with any award that may be made under the proposal for which the Bid or Proposal Bond is given and such declination shall not diminish or alter the liability that may arise by reason of having executed the Bid or Proposal Bond.

NOTICE OF EXECUTION

ELEVENTH: The Indemnitors hereby waive notice of the execution of said Bonds and of the acceptance of this Agreement, and the Contractor and the Indemnitors hereby waive all notice of any default, or any other act or acts giving rise to any claim under said Bonds, as well as notice of any and all liability of the Surety under said Bonds, and any and all liability on their part hereunder, to the end and effect that, the Contractor and the Indemnitors shall be and continue liable hereunder, notwithstanding any notice of any kind to which they might have been or be entitled, and notwithstanding any defenses they might have been entitled to make.

HOMESTEAD

TWELFTH: The Contractor and the Indemnitors hereby waive, so far as their respective obligations under this Agreement are concerned, all rights to claim any of their property, including their respective homesteads, as exempt from levy, execution, sale or other legal process under the laws of any State, Territory, or Possession.

SETTLEMENTS

THIRTEENTH: The Surety shall have the right to adjust, settle or compromise any claim, demand, suit or judgment upon the Bonds, unless the Contractor and the Indemnitors shall request the Surety to litigate such claim or demand, or to defend such suit, or to appeal from such judgment, and shall deposit with the Surety, at the time of such request, cash or collateral satisfactory to the Surety in kind and amount, to be used in paying any judgment or judgments rendered or that may be rendered, with interest, costs, expenses and attorneys' fees, including those of the Surety.

SURETIES

BOOK 579 PAGE 235

FOURTEENTH: In the event the Surety procures the execution of the Bonds by other sureties, or executes the Bonds with co-sureties, or reinsures any portion of said Bonds with reinsuring sureties, then all the terms and conditions of this Agreement shall inure to the benefit of such other sureties, co-sureties and reinsuring sureties, as their interests may appear.

SUITS

FIFTEENTH: Separate suits may be brought hereunder as causes of action accrue, and the bringing of suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising

OTHER INDEMNITY

SIXTEENTH: That the Contractor and the Indemnitors shall continue to remain bound under the terms of this Agreement even though the Surety may have from time to time heretofore or hereafter, with or without notice to or knowledge of the Contractor and the Indemnitors, accepted or released other agreements of indemnity or collateral in connection with the execution or procurement of said Bonds, from the Contractor or Indemnitors or others, it being expressly understood and agreed by the Contractor and the Indemnitors that any and all other rights which the Surety may have or acquire against the Contractor and the Indemnitors and/or others under any such other or additional agreements of indemnity or collateral shall be in addition to, and not in lieu of, the rights afforded the Surety under this Agreement.

INVALIDITY

SEVENTEENTH: In case any of the parties mentioned in this Agreement fail to execute the same, or in case the execution hereof by any of the parties be defective or invalid for any reason, such failure, defect or invalidity shall not in any manner affect the validity of this Agreement or the liability hereunder of any of the parties executing the same, but each and every party so executing shall be and remain fully bound and liable hereunder to the same extent as if such failure, defect or invalidity had not existed. It is understood and agreed by the Contractor and Indemnitors that the rights, powers, and remedies given the Surety under this Agreement shall be and are in addition to, and not in lieu of, any and all other rights, powers, and remedies which the Surety may have or acquire against the Contractor and Indemnitors or others whether by the terms of any other agreement or by operation of law or otherwise.

ATTORNEY IN FACT

EIGHTEENTH: The Contractor and Indemnitors hereby irrevocably nominate, constitute, appoint and designate the Surety as their attorney-in-fact with the right, but not the obligation, to exercise all of the rights of the Contractor and Indemnitors assigned, transferred and set over to the Surety in this Agreement, and in the name of the Contractor and Indemnitors to make, execute, and deliver any and all additional or other assignments, documents or papers deemed necessary and proper by the Surety in order to give full effect not only to the intent and meaning of the within assignments, but also to the full protection intended to be herein given to the Surety under all other provisions of this Agreement. The Contractor and Indemnitors hereby ratify and confirm all acts and actions taken and done by the Surety as such attorney-in-fact.

TERMINATION

NINETEENTH: This Agreement may be terminated by the Contractor or Indemnitors upon twenty days' written notice sent by registered mail to the Surety at its home office at _____ but any such notice of termination shall not operate to modify, bar, or discharge the Contractor or the Indemnitors as to the Bonds that may have been theretofore executed.

TWENTIETH: This Agreement may not be changed or modified orally. No change or modification shall be effective unless made by written endorsement executed to form a part hereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

ATTEST OR WITNESS:

Louise P. Henneberger

Louise P. Henneberger

Louise P. Henneberger

First Ridge Hdr. Partnership
(Full Name & Address of Contractor)

By *John W. Steffey, Sr., General Partner* (SEAL)

Reliable Homes, Corp. (SEAL)
(Full Name & Address of Indemnitor)

John W. Steffey, Sr., President

John W. Steffey, Sr. (SEAL)
(Full Name & Address of Indemnitor)

John W. Steffey, Sr.

(Full Name & Address of Indemnitor)

By _____ (SEAL)

INTERNATIONAL FIDELITY INSURANCE COMPANY

(Surety)

Maria H. Brance
Witness

By *Charles T. Cohen* (SEAL)
Charles T. Cohen, Vice President

For Acknowledgment of Contractor's Signature

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.:
On this _____ day of _____, in the year 19____, before me personally come(s)
to me known and known to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledge(s) to me
that.....he.....executed the same.

(Signature and title of official taking acknowledgment)

BOOK 579 PAGE 236

PARTNERSHIP ACKNOWLEDGMENT

STATE OF MARYLAND }
COUNTY OF Anne Arundel } ss.:
On this 19th day of June, in the year 19 85, before me personally comes
John W. Stebbey, Sr., General Partner,
a member of the co-partnership of First Ridge Limited Partnership,
to me known and known to me to be the person who is described in and who executed the foregoing instrument, and acknowledges that he
executed the same as and for the act and deed of the said co-partnership.

Louise P. Hennerberger
(Signature and title of official taking acknowledgment)
Notary Public
BALTIMORE CITY, MD.

CORPORATE ACKNOWLEDGMENT

STATE OF MARYLAND }
COUNTY OF Anne Arundel } ss.:
On this 19th day of June, in the year 19 85, before me personally comes
John W. Stebbey, Sr.,
to me known, who, being by me duly sworn, deposes and says that he resides in the City of Annapolis, Maryland,
that he is the President of the Reliable Homes Corporation,
the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the
said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name
thereto by like order.

Louise P. Hennerberger
(Signature and title of official taking acknowledgment)
Notary Public
BALTIMORE CITY, MD.

For Acknowledgment of Indemnitor's Signatures

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MARYLAND }
COUNTY OF Anne Arundel } ss.:
On this 19th day of June, in the year 19 85, before me personally come(s)
John W. Stebbey, Sr.,
to me known and known to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledge(s) to me
that.....he.....executed the same.

Louise P. Hennerberger
(Signature and title of official taking acknowledgment)
Notary Public
BALTIMORE CITY, MD.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.:
On this _____ day of _____, in the year 19____, before me personally come(s)
to me known and known to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledge(s) to me
that.....he.....executed the same.

(Signature and title of official taking acknowledgment)

PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.:
On this _____ day of _____, in the year 19____, before me personally comes
a member of the co-partnership of _____
to me known and known to me to be the person who is described in and who executed the foregoing instrument, and acknowledges to me that he
executed the same as and for the act and deed of the said co-partnership.

(Signature and title of official taking acknowledgment)

CORPORATE ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.:
On this _____ day of _____, in the year 19____, before me personally comes
to me known, who, being by me duly sworn, deposes and says that he resides in the City of _____,
that he is the _____ of the _____
the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the
said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name
thereto by like order.

(Signature and title of official taking acknowledgment)

CLERK'S NOTATION

SAG 5843 Printed in U.S.A.

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

This FINANCIAL STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

Maturity date (if any):

This space for use of Filing Officer.
(Date, Time and Filing Office.)

FURNIVAL MACHINERY COMPANY
f/k/a New Furnival Company
1400 Joh Avenue
P.O. Box 7578
Baltimore, MD 21227

CORESTATES BANK, N.A. AS SUCCESSOR
TO THE PHILADELPHIA NATIONAL BANK
1500 West Market St., West Tower
Philadelphia, PA 19101-7618
Attn: Clifford W. Kewley

* SEE EXHIBIT A-1 FOR ADDITIONAL
ADDRESS

* SEE EXHIBIT A-2 FOR ADDITIONAL
SECURED PARTY

BOOK 579 PAGE 237

This statement refers to original Financing Statement bearing File No. **

Dated March 25, ~~April 12, 1991~~ 19 91

A. Continuation ()

The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ()

From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment (X)

The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:

D. Termination Statement ()

This statement of termination of financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

E. Other ()

(FEE \$10.00)

(FEE \$10.00)

(FEE \$10.00)

(FEE \$10.00)

(FEE \$10.00)

~~xx-100-451410, Index-#2064, Tol-#628~~

**ID #283304, Book 566, Page 331

Corestates Bank, N.A., As Successor To The Philadelphia National Bank
1500 West Market Street, West Tower
Philadelphia, PA 19101-7618

Attn: Clifford W. Kewley

RECORD FEE	10.00
POSTAGE	.50

#108440 C191 R03 T15:39
04/06/92
MARY M. ROSE
AA CO. CIRCUIT COURT

3. When collateral is crops or fixtures complete this portion of form.

a. Description of real estate (Sufficient to identify the property)

b. Name and complete address of record owner.

CoreStates Bank, N.A. as Successor to
The Philadelphia National Bank

By Clifford W. Kewley
Clifford W. Kewley, Vice
President

4a. () Proceeds of Collateral are also covered.

4b. () Products of Collateral are also covered

No. of additional sheets presented. ()

(XX) Filed with Records Division and covered.

Anne Arundel
County Court for Baltimore City
and County, Maryland

County.

() Secretary of State.

Signature(s) of Secured Party(ies) or Assignee(s)

HAMILTON BANK
By: Fred D. Siglin, Vice President

By: Fred D. Siglin, Vice President

Dated: _____ 19__

FILING OFFICER COPY — This form of statement is approved by the Secretary of State of New Jersey.
STANDARD FORM—UNIFORM COMMERCIAL CODE—FORM UCC-3.

Not Valid unless signed

286058

BOOK 579 PAGE 238



This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es)
Noise Cancellation Technologies, Inc.
1015 W. Nursery Road, Suite 101
Linthicum, MD 21090
Anne Arundel
4144-96674

2. Secured Party(ies) and address(es)
HEWLETT-PACKARD COMPANY
Finance & Remarketing Division
1360 Kifer Road
Sunnyvale, CA 94086

3. Maturity date (if any)
For Filing Officer (Date, Time, Number,
and Filing Office)

4. This financing statement covers the following types (or items) of property:

Hewlett-Packard Equipment per the attached equipment schedule
***Debtor has authorized secured party to file
Proceeds of Collateral are covered

RECORD FEE 17.00
POSTAGE .50

5. Assignee(s) of Secured Party and
Address(es) #108550 1191 RD3 715:35
04/08/92

MARY M. ROSE

AA CO. CIRCUIT COURT

"This Equipment is not subject to recordation tax."
"Pursuant to tax Property article #12-108K(4)"
to perfect a security interest taken or retained by a seller of
collateral to secure all or part of its price.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

Filed with:

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected.

Check ☒ if covered ☐ Proceeds of Collateral are also covered ☐ Products of Collateral are also covered. No. of additional Sheets presented

Noise Cancellation Technologies, Inc.

BY HEWLETT PACKARD COMPANY, ITS ATTORNEY IN FACT

HEWLETT-PACKARD COMPANY

By:

Signature(s) of Debtor(s)

By:

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

HEWLETT-PACKARD

LEASE EQUIPMENT SCHEDULE & PAYMENT AGREEMENT

BOOK 579 PAGE 239

LESSOR: HEWLETT-PACKARD COMPANY
Finance and Remarketing Division
1360 Kifer Road
Sunnyvale, CA 94086

LESSOR TAX I.D. #: 94-1081436

Lease Agreement # 4144-96674

Ref: Master Lease Agreement # 4144-96424

LESSEE: Noise Cancellation Technologies, Inc.
(Full Legal Name of Lessee)

1015 W. Nursery Road, Suite 101

(Street Address)

Linthicum,

(City)

Anne Arundel,

(County)

Maryland

(State)

21090

(Zip Code)

Jane Burke 410/636-8700

(Contact Name and Phone Number)

Federal Tax I.D. #:

EQUIPMENT LOCATION, IF OTHER THAN ADDRESS OF LESSEE:

Street SAME AS ABOVE

City _____ County _____ State _____ Zip Code _____

Exhibits:

The following Exhibits checked below are incorporated herein and by this reference made a part of this Agreement:

☒ Master Lease Agreement # 4144-96424 ☒ HP Product Warranty, Form # E20, Rev. 910701

☐ Purchase Discount Agreement # _____ ☐ HP Software Terms, Form # _____, Rev. _____

☐ HP State/Local Government Rider Form # _____, Rev. _____ ☐ _____

The following Exhibits checked below are attached hereto and made a part of this Agreement:

☒ Early Buyout Schedule dated 11/15/91 ☒ FRD/EASY-1 1-89

☐ _____ ☐ _____

Terms and Conditions:

1. **Non-Cancellable Agreement:** THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN.

2. **Term:** The term of this Schedule and Agreement for each item of Equipment covered hereunder shall commence upon the date Lessor executes the same and shall expire 36 months following the "Rent Commencement Date" as defined in paragraph 2 of the above referenced Master Agreement, or on the expiration of any applicable renewal period. However, if Lessee has executed this Schedule and Agreement and the Equipment ordered has been delivered prior to Lessor's execution thereof, the term of this Schedule and Agreement shall be effective on the date of execution by Lessee.

3. **Rent:** As rent for the Equipment leased hereunder throughout the term hereof, Lessee agrees to pay Lessor, its successor or assigns the sum of \$ 602.14 per month, exclusive of applicable use taxes. Rent shall begin to accrue upon delivery and acceptance of the Equipment as defined in the above referenced Master Lease Agreement.

4a. **Amount Financed:** The total amount financed under this Schedule and Agreement, after deducting all applicable credits and discounts is \$ 21,896.00

4b. **Interest:** [Applicable only to Installment sales and leases with \$1.00 buyout options.] The total amount of interest to be paid under this Equipment Schedule and Payment Agreement is \$ N/A

5. **Purchase, Renewal, Return Options:** Provided that no event of default has occurred and is continuing to occur at the end of the initial non-cancellable lease term or subsequent renewal term, Lessee shall have the option to exercise the following options by providing Lessor with at least sixty (60) days prior written notice of its intention to:

(i) purchase all or some of the Equipment covered by this Agreement for: (CHECK ONE)

☐ The then fair market value of each item of equipment to be purchased. Should Lessee elect to purchase the Equipment at the end of the initial or any renewal term, Lessor will advise the Lessee in writing as to the then applicable Fair Market Value for each item of equipment to be purchased;

OR

☐ One Dollar (\$1.00) of all items of Equipment (available only for State and Local Government Leases or with special approval);

OR

☒ Fixed Purchase Option of 35.65 % of the original amount to finance of the Equipment to be purchased; plus any accrued late charges and taxes applicable to the transfer of this Equipment.

(ii) renew all or some of the Equipment covered by this Agreement for an additional non-cancellable period of twelve (12) months for the:

$$\left[\frac{\text{Net Price of Equipment to be Renewed}}{\text{Total Net Price of Equipment}} \right] \times \left[\text{Original Monthly Payment} - 25\% \right]$$

(iii) renew all or some of the Equipment covered by this Agreement on a month-to-month basis for the:

$$\left[\frac{\text{Net Price of Equipment to be Renewed}}{\text{Total Net Price of Equipment}} \right] \times \left[\text{Original Monthly Payment} \right]$$

(iv) return in accordance with the above referenced Master Lease Agreement any Equipment covered by this Schedule and Agreement that is not purchased or renewed.

If Lessee fails to notify Lessor of its intentions sixty (60) days prior to the expiration of this Schedule and Agreement, it is agreed that Lessee shall renew all of the Equipment covered hereunder in accordance with option (iii) above.

During the renewal period, Lessee may purchase all or some of the Equipment covered hereunder for the price computed in accordance with option (i) above by providing Lessor with sixty (60) days prior written notice. If Lessee has selected a fixed-price purchase option, during the renewal period, such purchase option shall be redetermined based on total lease term.

IF LESSEE EXERCISES ITS OPTION TO PURCHASE THE EQUIPMENT, IT IS SOLD IN ITS THEN "AS IS" CONDITION AT ITS LOCATION WHEN THE OPTION IS EXERCISED.

Equipment Schedule:

Qty.	Model	Description	Item List Price	Item (Discount)	Item Net Price	Extended Net Price
------	-------	-------------	-----------------------	--------------------	----------------------	--------------------------

SEE ATTACHED EQUIPMENT SCHEDULE "A"

6. Early Buyout Option: At its option beginning with the fourth (4th) month following the Rent Commencement Date, Lessee may purchase all of the Equipment in its then "as is" condition at its location when the option is exercised. Except for leases with fair market value purchase options, the purchase price shall be determined from the above-referenced Early Buyout Schedule. The early buyout purchase price for leases with fair market value purchase options shall be such that Lessor's projected yield from the lease shall be preserved.

7. Equipment Upgrade/Add-On: At its option but subject to Lessor's prior written consent, Lessee may lease additional equipment and/or upgraded equipment for those items covered under this Schedule and Agreement on a then currently marketed Lessor upgrade program. Such additional or upgraded equipment shall be scheduled on a new Equipment Schedule and Payment Agreement.

8. Upgrade Credit: If this Schedule and Agreement reflects an upgrade credit for Equipment to be returned by Lessee to Lessor, Lessee agrees to return such Equipment to Lessor within thirty (30) days of delivery and acceptance of the new Equipment acquired hereunder.

9. Financing Statement: LESSEE HEREBY NOMINATES AND APPOINTS LESSOR AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF EXECUTING ON ITS BEHALF FINANCING STATEMENTS (AND ANY APPROPRIATE AMENDMENTS THERETO) UNDER THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE, FOR PROTECTIVE PURPOSES, RELATIVE TO THIS AGREEMENT AND THE EQUIPMENT RENTED HEREUNDER.

NET PRICE - HARDWARE	\$ 21,896.00
NET PRICE - SOFTWARE	0.00
TOTAL NET PRICE - EQUIPMENT	21,896.00
OTHER COSTS	0.00
LESS: DOWN PAYMENT/CREDITS	0.00
AMOUNT TO FINANCE	21,896.00

By execution hereof, the signer certifies that s/he has read this Agreement and the attached Exhibits, and that s/he is duly authorized to execute this Agreement on behalf of Lessee.

LESSOR: HEWLETT-PACKARD COMPANY

BY: _____
Authorized Signature

NAME/TITLE: _____

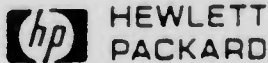
DATE: _____

LESSEE: Noise Cancellation Technologies, Inc.

BY: _____
Authorized Signature

NAME/TITLE: VICE PRESIDENT - PRODUCTION

DATE: 4/1/92



HEWLETT
PACKARD

EQUIPMENT SCHDULE: A

LEASE #: 96674

NOISE CANCELLATION TECHNOLOGIES

QTY	MODEL	DESCRIPTION	ITEM LIST PRICE(\$)	ITEM DISC	ITEM NET PRICE(\$)	EXTENDED NET PRICE(\$)
1	35665A	DC TO 102.4KHz SPEC	13250.00		13250.00	13,250.00
1	MA1	DEMO DISCOUNT	-2782.50		-2782.50	(2,782.50)
1	OPT ANA	ADDS 6 Mbytes MEMOR	3000.00		3000.00	3,000.00
1	MA1	DEMO DISCOUNT	-630.00		-630.00	(630.00)
1	OPT 1D1	ADDS REAL-TIME	2000.00		2000.00	2,000.00
1	MA1	DEMO DISCOUNT	-420.00		-420.00	(420.00)
1	OPT 1D2	ADDS SWEPT SINE TRC	1000.00		1000.00	1,000.00
1	MA1	DEMO DISCOUNT	-210.00		-210.00	(210.00)
1	OPT 1D4	ADDS SINGLE BLOCK	500.00		500.00	500.00
1	MA1	DEMO DISCOUNT	-105.00		-105.00	(105.00)
1	OPT 1C2	ADDS HP INSTR BASIC	500.00		500.00	500.00
1	MA1	DEMO DISCOUNT	-105.00		-105.00	(105.00)
1	8904A	SYNTHESIZER	3175.00		3175.00	3,175.00
1	MA1	DEMO DISCOUNT	-476.25		-476.25	(476.25)
1	OPT 001	ADD 3 INTERNL SYNTH	1835.00		1835.00	1,835.00
1	MA1	DEMO DISCOUNT	-275.25		-275.25	(275.25)
1	11817A	RETROFIT KIT	1640.00		1640.00	1,640.00

NET PRICE-HARDWARE	21,896.00
NET PRICE-SOFTWARE	0.00
TOTAL NET PRICE EQUIPMENT	21,896.00
OTHER COSTS	0.00
LESS DOWN PAYMENT	0.00
AMOUNT TO FINANCE	21,896.00

* Indicates software item

286059

BOOK 579 PAGE 242

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) Noise Cancellation Technologies, Inc. 1015 W. Nursery Road, Suite 101 Linthicum, MD 21090 Anne Arundel 4144-96673	2. Secured Party(ies) and address(es) HEWLETT-PACKARD COMPANY Finance & Remarketing Division 1360 Kifer Road Sunnyvale, CA 94086	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 17.10 POSTAGE .40 5. Assignee(s) of Secured Party and Address(es) #106540 1191 MS T1 04/06/01 MARY H. ROSE AA CO. CIRCULAR
4. This financing statement covers the following types (or items) of property: Hewlett-Packard Equipment per the attached equipment schedule ***Debtor has authorized secured party to file Proceeds of Collateral are covered		
<p>"This Equipment is not subject to recordation tax." "Pursuant to tax Property article #12-108K(4)" to perfect a security interest taken or retained by a seller of collateral to secure all or part of its price.</p>		
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so)		Filed with:
<input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected. Check <input checked="" type="checkbox"/> if covered <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
Noise Cancellation Technologies, Inc. BY HEWLETT PACKARD COMPANY, ITS ATTORNEY IN FACT By: <u>[Signature]</u> Signature(s) of Debtor(s) By: <u>[Signature]</u> Signature(s) of Secured Party(ies)		
(1) Filing Officer Copy - Alphabetical		

STANDARD FORM - FORM UCC-1.

HEWLETT-PACKARD

LEASE EQUIPMENT SCHEDULE & PAYMENT AGREEMENT

BOOK 579 PAGE 243

LESSOR: HEWLETT-PACKARD COMPANY
Finance and Remarketing Division
1360 Kifer Road
Sunnyvale, CA 94086

LESSOR TAX I.D. #: 94-1081436

Lease Agreement # 4144-96673

Ref: Master Lease Agreement # 4144-96424

RUSH

LESSEE: Noise Cancellation Technologies, Inc.

(Full Legal Name of Lessee)

1015 W. Nursery Road, Suite 101

(Street Address)

Linthicum,

(City)

Anne Arundel,

(County)

Maryland

(State)

21090

(Zip Code)

Dexter Smith 410/636-8700

(Contact Name and Phone Number)

Federal Tax I.D. #:

EQUIPMENT LOCATION, IF OTHER THAN ADDRESS OF LESSEE:

Street SAME AS ABOVE

City _____ County _____ State _____ Zip Code _____

Exhibits:

The following Exhibits checked below are incorporated herein and by this reference made a part of this Agreement:

☒ Master Lease Agreement # 4144-96424

☒ HP Product Warranty, Form # E20 Rev. 910701

☐ Purchase Discount Agreement # _____

☐ HP Software Terms, Form # _____ Rev. _____

☐ HP State/Local Government Rider Form # _____ Rev. _____

☒ EasyRent Program Rider # Easy-1 1/89

The following Exhibits checked below are attached hereto and made a part of this Agreement:

☒ Early Buyout Schedule dated 11/15/91

☐ _____

☐ _____

☐ _____

Terms and Conditions:

1. **Non-Cancellable Agreement:** THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN.
2. **Term:** The term of this Schedule and Agreement for each item of Equipment covered hereunder shall commence upon the date Lessor executes the same and shall expire 36 months following the "Rent Commencement Date" as defined in paragraph 2 of the above referenced Master Agreement, or on the expiration of any applicable renewal period. However, if Lessee has executed this Schedule and Agreement and the Equipment ordered has been delivered prior to Lessor's execution thereof, the term of this Schedule and Agreement shall be effective on the date of execution by Lessee.
3. **Rent:** As rent for the Equipment leased hereunder throughout the term hereof, Lessee agrees to pay Lessor, its successor or assigns the sum of \$ 384.24 per month, exclusive of applicable use taxes. Rent shall begin to accrue upon delivery and acceptance of the Equipment as defined in the above referenced Master Lease Agreement.
- 4a. **Amount Financed:** The total amount financed under this Schedule and Agreement, after deducting all applicable credits and discounts is \$ 13,972.50.
- 4b. **Interest:** [Applicable only to Installment sales and leases with \$1.00 buyout options.] The total amount of interest to be paid under this Equipment Schedule and Payment Agreement is \$ _____.

5. **Purchase, Renewal, Return Options:** Provided that no event of default has occurred and is continuing to occur at the end of the initial non-cancellable lease term or subsequent renewal term, Lessee shall have the option to exercise the following options by providing Lessor with at least sixty (60) days prior written notice of its intention to:

(i) purchase all or some of the Equipment covered by this Agreement for: (CHECK ONE)

- ☐ The then fair market value of each item of equipment to be purchased. Should Lessee elect to purchase the Equipment at the end of the initial or any renewal term, Lessor will advise the Lessee in writing as to the then applicable Fair Market Value for each item of equipment to be purchased;

OR

- ☐ One Dollar (\$1.00) of all items of Equipment (available only for State and Local Government Leases or with special approval);

OR

- ☐ Fixed Purchase Option of _____% of the original amount to finance of the Equipment to be purchased; plus any accrued late charges and taxes applicable to the transfer of this Equipment.

(ii) renew all or some of the Equipment covered by this Agreement for an additional non-cancellable period of twelve (12) months for the:

$$\left[\frac{\text{Net Price of Equipment to be Renewed}}{\text{Total Net Price of Equipment}} \right] \times \left[\text{Original Monthly Payment} - 25\% \right]$$

(iii) renew all or some of the Equipment covered by this Agreement on a month-to-month basis for the:

$$\left[\frac{\text{Net Price of Equipment to be Renewed}}{\text{Total Net Price of Equipment}} \right] \times \left[\text{Original Monthly Payment} \right]$$

(iv) return in accordance with the above referenced Master Lease Agreement any Equipment covered by this Schedule and Agreement that is not purchased or renewed.

If Lessee fails to notify Lessor of its intentions sixty (60) days prior to the expiration of this Schedule and Agreement, it is agreed that Lessee shall renew all of the Equipment covered hereunder in accordance with option (iii) above.

During the renewal period, Lessee may purchase all or some of the Equipment covered hereunder for the price computed in accordance with option (i) above by providing Lessor with sixty (60) days prior written notice. If Lessee has selected a fixed-price purchase option, during the renewal period, such purchase option shall be redetermined based on total lease term.

IF LESSEE EXERCISES ITS OPTION TO PURCHASE THE EQUIPMENT, IT IS SOLD IN ITS THEN "AS IS" CONDITION AT ITS LOCATION WHEN THE OPTION IS EXERCISED.

Equipment Schedule:

Qty.	Model	Description	Item List Price	Item (Discount)	Item Net Price	Extended Net Price
------	-------	-------------	-----------------------	--------------------	----------------------	--------------------------

SEE ATTACHED EQUIPMENT SCHEDULE "A"

6. **Early Buyout Option:** At its option beginning with the fourth (4th) month following the Rent Commencement Date, Lessee may purchase all of the Equipment in its then "as is" condition at its location when the option is exercised. Except for leases with fair market value purchase options, the purchase price shall be determined from the above-referenced Early Buyout Schedule. The early buyout purchase price for leases with fair market value purchase options shall be such that Lessor's projected yield from the lease shall be preserved.

7. **Equipment Upgrade/Add-On:** At its option but subject to Lessor's prior written consent, Lessee may lease additional equipment and/or upgraded equipment for those items covered under this Schedule and Agreement on a then currently marketed Lessor upgrade program. Such additional or upgraded equipment shall be scheduled on a new Equipment Schedule and Payment Agreement.

8. **Upgrade Credit:** If this Schedule and Agreement reflects an upgrade credit for Equipment to be returned by Lessee to Lessor, Lessee agrees to return such Equipment to Lessor within thirty (30) days of delivery and acceptance of the new Equipment acquired hereunder.

9. **Financing Statement:** LESSEE HEREBY NOMINATES AND APPOINTS LESSOR AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF EXECUTING ON ITS BEHALF FINANCING STATEMENTS (AND ANY APPROPRIATE AMENDMENTS THERETO) UNDER THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE, FOR PROTECTIVE PURPOSES, RELATIVE TO THIS AGREEMENT AND THE EQUIPMENT RENTED HEREUNDER.

NET PRICE - HARDWARE	\$ 13,972.50
NET PRICE - SOFTWARE	0.00
TOTAL NET PRICE - EQUIPMENT	13,972.50
OTHER COSTS	0.00
LESS: DOWN PAYMENT/CREDITS	0.00
AMOUNT TO FINANCE	13,972.50

By execution hereof, the signer certifies that s/he has read this Agreement and the attached Exhibits, and that s/he is duly authorized to execute this Agreement on behalf of Lessee.

LESSOR: HEWLETT-PACKARD COMPANY

BY: _____
Authorized Signature

NAME/TITLE: _____

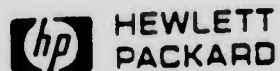
DATE: _____

LESSEE: Noise Cancellation Technologies, Inc.

BY: _____
Authorized Signature

NAME/TITLE: VICE PRESIDENT

DATE: 3/30/92



EQUIPMENT SCHEDULE: A

LEASE #: 96673

NOISE CANCELLATION TECHNOLOGIES			ITEM LIST	ITEM DISC	ITEM NET PRICE(\$)	EXTENDED NET PRICE(\$)
QTY	MODEL	DESCRIPTION	PRICE(\$)			
1	35665A	DC TO 102.4kHz SPEC	13250.00		13250.00	13,250.00
1	MA1	DEMO DISCOUNT	-2782.50		-2782.50	(2,782.50)
1	MA9	ADDL DISCOUNT	-1325.00		-1325.00	(1,325.00)
1	OPT ANA	ADDS 6 Mbytes MEMOR	3000.00		3000.00	3,000.00
1	MA1	DEMO DISCOUNT	-630.00		-630.00	(630.00)
1	MA9	ADDL DISCOUNT	-300.00		-300.00	(300.00)
1	OPT 1D2	ADDS SWEPT SINE TRC	1000.00		1000.00	1,000.00
1	MA1	DEMO DISCOUNT	-210.00		-210.00	(210.00)
1	MA9	ADDL DISCOUNT	-100.00		-100.00	(100.00)
1	OPT 1D1	ADDS REAL-TIME	2000.00		2000.00	2,000.00
1	MA1	DEMO DISCOUNT	-420.00		-420.00	(420.00)
1	MA9	ADDL DISCOUNT	-200.00		-200.00	(200.00)
1	OPT 1D4	ADDS SINGLE BLOCK	500.00		500.00	500.00
1	MA1	DEMO DISCOUNT	-105.00		-105.00	(105.00)
1	MA9	ADDL DISCOUNT	-50.00		-50.00	(50.00)
1	OPT 1C2	ADDS HP INSTR BASIC	500.00		500.00	500.00
1	MA1	DEMO DISCOUNT	-105.00		-105.00	(105.00)
1	MA9	ADDL DISCOUNT	-50.00		-50.00	(50.00)

NET PRICE-HARDWARE
NET PRICE-SOFTWARE

13,972.50
0.00

TOTAL NET PRICE EQUIPMENT
OTHER COSTS
LESS DOWN PAYMENT

13,972.50
0.00
0.00

AMOUNT TO FINANCE

13,972.50

* Indicates software item

INDEMNITY FINANCING STATEMENT

TO BE RECORDED:

- ____ Among the Land Records of Anne Arundel, Maryland
____ Among the Financing Statement Records of Howard County, Maryland
X ____ Among the Financing Statement Records of Anne Arundel County, Maryland
____ Among the State Department of Assessments and Taxation Financing Statement Records

Not Subject to Recordation Tax imposed pursuant to Title 12 of the Tax Property Act of the Annotated Code of Maryland

No documentary stamps are required to be affixed to the Indemnity Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as security for the same loan.

INDEMNITY FINANCING STATEMENT

1. Indemnity Debtor:

Hallmark Builders, Incorporated
P.O. Box 1018
Columbia, Maryland 21044

RECORD FEE 17.00
POSTAGE .50
#404680 C489 R02 T13:45
04/07/92
MARY M. ROSE
AA CO. CIRCUIT COURT

2. Secured Parties:

- (a) MERCANTILE MORTGAGE CORPORATION
16 South Calvert Street
Suite 808
Baltimore, Maryland 21202
and
(b) MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
Two Hopkins Plaza
Baltimore, Maryland 21201

3. Maturity Date of Obligation April 30, 1992

4. (a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate now in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor including but not limited to all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigerating plant and

appurtenances, furniture, shades, awnings, screens, blinds, and other furnishings; and

- (b) all of the rents, issues, and profits which may arise or be had therefrom and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purpose for which they were or are to be erected, including all goods and personal property as are ever used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and
 - (c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and
 - (d) all contract rights of and from the herein described property or any part thereof.
4. The aforesaid items are included as security in an Indemnity Deed of Trust (the "Deed of Trust") of even date herewith given by Guarantor to Secured Parties, and recorded or intended to be recorded among the Land Records of Howard county to secure an indebtedness by Harry L. Lundy, Jr. to Mercantile Mortgage Corporation and Mercantile-Safe Deposit and Trust Company which indebtedness has been guaranteed by Guarantor Corporation and are deemed by said Deed of Trust to be a part of the hereinafter described real estate.
5. The proceeds of collateral are covered hereunder.
6. The real property upon which a portion of the goods may attach as fixtures is more particularly described in Exhibit A attached hereto and made a part hereof (the "Property").

GUARANTOR:

HALLMARK BUILDERS, INCORPORATED

By: JOSEPH E. LINK, JR.
President

Dated: MARCH 3, 1992

BOOK 579 PAGE 248

LBR/mw

AFTER RECORDATION, PLEASE RETURN TO:
REESE AND CARNEY
10715 Charter Drive
Columbia, MD 21044
42209/8375

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot No. 17 as shown on a Plat entitled "Plat 7 of 9, Russett, Parcel 10, Planned Unit Development, Single Family Development, Resubdivision of Parcel 10, Phase 1A", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 138, folio 33.

BEING KNOWN AND DESIGNATED as Lot Nos. 19 and 70 as shown on a Plat entitled "Plat 8 of 9, Russett, Parcel 10, Planned Unit Development, Single Family Development, Resubdivision of Parcel 10, Phase 1A", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 138, folio 34.

ANNE ARUNDEL COUNTY - CHATTEL RECORDS
TO BE RECORDED IN THE LAND RECORDS (MD)FINANCING STATEMENT
AND SECURITY AGREEMENT

File No.

THIS FRONT SIDE of this document is presented to a filing officer, as a Financing Statement, pursuant to the Uniform Commercial Code:

1. DEBTOR(S) and Address(es): (last name(s) first) Stefco Builders, Inc. 7954 Baltimore-Annapolis Boulevard Suite 2A Glen Burnie, Maryland 21060	2. SECURED PARTY and Address: THE PARADIES DISTRIBUTING CO. 3000 Waterview Avenue Baltimore, Maryland 21230
RETURN TO SECURED PARTY	

3. This Financing Statement covers the following types (or items) of property now and hereafter sold or otherwise furnished by Secured Party to Debtor.

(list property covered in addition to listing below)

refrigerators; freezers; clothes washers and dryers; gas and electric ranges; microwave ovens; air conditioning equipment; heating equipment; instant hot water dispensers; humidifiers and dehumidifiers; dishwashers; hard and soft surface floor covering materials, padding and cushion material; food waste disposers; trash compactors; kitchen and bathroom furnishings, sinks, cabinets, equipment and fixtures; accessories, replacement parts, returns, repurchases and reposessions of all of the foregoing.

4. Proceeds of collateral are covered hereunder.

5. The above described goods are affixed or to be affixed to:

Lot or Block Reference and Address:

Record Owner:

X Real Estate description on 1 page(s) attached as a part hereof.

6. This transaction is exempt from the Maryland Recordation Tax.

7. Filed with _____

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

STEFECO BUILDERS, INC.

SECURED PARTY:

THE PARADIES DISTRIBUTING CO.

By:

Jack W. Steffey, Sr.
President

(SEAL)

By:

John Mulkey
Vice-President/Treasurer

(SEAL)

By:

(SEAL)

(Date Signed by Debtor)

19__

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

MD D.C. Constr.

RECORD FEE

11.00

POSTAGE

.50

#646090 C603 R04 T12:16

04/08/92

Terms and Conditions of Security Agreement

1. Debtor hereby grants to Secured Party a security interest in all of the property of Debtor both now owned and held and hereafter acquired, described in Item number 3 on the front side hereof, and in the proceeds thereof. Such property and its proceeds are hereinafter called "collateral". Secured Party may, from time to time, lend money, extend credit, or sell collateral to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell collateral to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extensions and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of goods, the same shall be payable in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto. If payment terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a note or of a draft or check or other item evidencing a debt or for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.
2. Debtor shall sell said collateral in the ordinary course of business, without expense or liability to Secured Party. The collateral shall be used and kept only at the premises described in Item number 5 on the front side hereof. Debtor authorizes Secured Party to complete Item number 5 on the front side hereof. Further, except for the security interest granted hereby, Debtor represents that collateral has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the collateral against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the collateral insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said collateral; and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall keep proper books and records of all sales or use of the collateral, and, at all reasonable times, shall allow Secured Party, its representatives, or agents, to examine and inspect the collateral and said books and records. Upon demand by Secured Party, Debtor shall deliver to Secured Party such lists or reports of the collateral and the sale thereof as may be required, in form acceptable to Secured Party, and shall provide Secured Party, upon request, from time to time, with certified statements of financial condition and profit and loss of Debtor, prepared by an independent certified public accountant. Debtor shall permit Secured Party, its representatives or agents, to examine and inspect the collateral at all reasonable times. Debtor warrants that all information set forth on the Application for Credit given by Debtor to Secured Party is true and accurate as of the date hereof. If Debtor is a corporation or partnership, the individual signing this document on behalf of Debtor also makes such warranty.
3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations, Debtor may terminate this Agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Security Agreement and Financing Statement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms hereof. These presents shall be executed in several counterparts and it is understood that the counterpart(s) bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code and that the counterpart retained by Secured Party shall also constitute a duly executed duplicate original of these presents.
4. In addition to the various events of default and remedies therefor contained in or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) failure of payment, when due, of any of the obligations (or any evidence of or item for the payment of obligations); (b) any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or made to induce Secured Party to expend credit or make loans to Debtor shall prove to have been incorrect in any material respect when made or furnished; (c) Debtor's failure to perform any covenant contained herein; (d) loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the collateral, or the making of any levy, seizure, or attachment thereof or thereon; (e) sale of any assets of Debtor not in the ordinary course of business; death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for, institution of any foreclosure or similar proceedings against any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy, reorganization, or insolvency laws by or against Debtor or any guarantor or surety for Debtor; thereupon, or at any time thereafter (such default not having previously been cured), Secured Party, at its option, may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the collateral; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor, enter upon any premises on which the collateral or any part thereof may be situated, and remove the same therefrom. Upon the occurrence of any such event or condition, as aforesaid, Debtor, in accordance with Subtitle W of the Maryland Rules of Procedure, or any other general or local rules, regulations or laws of the State of Maryland, including any amendments thereof or supplements or additions thereto which do not materially change or impair the remedy, does hereby authorize the Secured Party's attorney, Earl F. Leitess, to sell the collateral. Secured Party shall have the right to designate a substitute for said attorney as the person empowered to effect such sale, by executing an Instrument of Appointment, a copy of which shall be sent to Debtor at his last known address. Any such sale may be made by the person authorized to sell either as an entirety or in such separate lots and on such terms and at such places and in such manner as it, they or he, may deem advisable. Secured Party may require Debtor to make the collateral available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase collateral at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen percent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition, and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of collateral or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.
5. This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. If any part or provision of this Agreement shall be adjudged invalid, then such partial invalidity shall not affect the validity or enforceability of any other provision of this Agreement. The waiver of any breach or default in any prior transaction(s) pursuant to this Agreement shall not operate as a waiver of subsequent breaches or defaults; and all rights hereunder shall continue notwithstanding such waiver or waivers, it being understood and agreed that any extension(s) or other indulgences that may, from time to time, be granted to Debtor shall not be construed to modify this written Agreement or the payment terms upon any other or future obligations, in any manner whatsoever.

EXHIBIT A

Property Description
(Oakleaf Villas - Anne Arundel County)

Building 302 Juneberry Way, Glen Burnie, Maryland 21061 - Units 1-A, 1-B, 1-C, 1-D, 2-A, 2-B, 2-C, 2-D, 3-A, 3-B, 3-C, 3-D and Building 304 Juneberry Way, Glen Burnie, Maryland 21061 - Units 1-A, 1-B, 1-C, 1-D, 2-A, 2-B, 2-C, 2-D, 3-A, 3-B, 3-C, 3-D as shown on a Condominium Plat entitled "Oakleaf Villas - Garden Condominium Section I", referred to as Subdivision No. 88-130 and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 43, Page 7, and referenced as Plat No. E2107.

C:MN507301.FIS
0960:L
04/07/92

BOOK 579 PAGE 253

92010128

286072

RECORD FEE 23.00
POSTAGE .50
#406520 C489 R02 T15:27

FINANCING STATEMENT

5 of 5
TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS OF ANNE
ARUNDEL COUNTY, MARYLAND

04/08/92
MARY M. ROSE
AA CO. CIRCUIT COURT

This Financing Statement is presented to a Filing Officer
pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS
OF DEBTOR:

CROFTON BOULEVARD ASSOCIATES
7813 Mary Cassatt Drive
Potomac, Maryland 20854

2. NAME AND ADDRESS

MARYLAND NATIONAL BANK
10 Light Street
Baltimore, Maryland 21202
Attn: Real Estate Industries
Group

3. This Financing Statement covers all right, title and
interest of the Debtor in and to the following types (or items)
of property:

2300
(a) All personal property of any kind or nature
whatsoever, whether tangible or intangible and whether now owned
or hereafter acquired, which is used in the construction of, or
is placed upon, or is derived from or used in connection with the
maintenance, use, occupancy or enjoyment of, the Property (here-
inafter defined), including, without limitation, (i) all building
materials, fixtures, equipment and other tangible personal
property of every kind and nature whatsoever (other than con-
sumable goods, and trade fixtures or other personal property
owned by tenants occupying the Property), (ii) any franchise or
license agreements and management agreements entered into with
respect to the Property or the business conducted therein (pro-
vided all of such agreements shall be subordinate to the Deed of
Trust (hereinafter defined), and the Secured Party shall have no
responsibility for the performance of the Debtor's obligations
thereunder), and (iii) all plans and specifications, contracts
and subcontracts for the construction or repair of the Property,
sewer and water taps, allocations and agreements for utilities,
bonds, permits, licenses, guarantees, warranties, causes of
action, judgments, claims, profits, security deposits, utility
deposits, refunds of fees or deposits paid to any governmental
authority, letters of credit and policies of insurance. The term
"Property" means all or any portion of: (i) the land described
in Exhibit A attached hereto (the "Land"), and (ii) any build-
ings, structures or other improvements now or hereafter existing,
erected or placed on the Land, or in any way used in connection
with the use, enjoyment, occupancy or operation of the Land, and

(iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement dated April 7, 1992 (the "Deed of Trust") executed by the Debtor for the benefit of Margaret D. Kirmil and Constance M. Grimes, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the accounts, rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions,

accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

DEBTOR:

CROFTON BOULEVARD ASSOCIATES

By: Patricia P. Georgilakis (SEAL)
Patricia P. Georgilakis
General Partner

By: C. Steven Georgilakis (SEAL)
C. Steven Georgilakis
General Partner

By: George P. Pappas (SEAL)
George P. Pappas
General Partner

By: Irene M. Pappas (SEAL)
Irene M. Pappas
General Partner

By: Peter G. Pappas (SEAL) *George P. Pappas*
Peter G. Pappas *attorney in fact*
General Partner

Filing Officer: After recordation, please return this Financing Statement to:

Donna L. Los
Miles & Stockbridge
10 Light Street, 8th Floor
Baltimore, Maryland 21202

EXHIBIT A

PROPERTY DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LOCATED IN ANNE ARUNDEL COUNTY, MARYLAND AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1-A AND 1-B OF THE SUBDIVISION KNOWN AS "RESUBDIVISION OF LOT 1, CROFTON INDUSTRIAL & OFFICE PARK", AS PER PLAT THEREOF RECORDED IN LIBER 4806 AT FOLIO 364 AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND.

FINANCING STATEMENT

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

- ☐ 1. To be recorded in the Land Records.
☒ 2. To be recorded among the Financing Statement Records.
☐ 3. Not subject to Recordation Tax.
☒ 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 755,500.00 SEE ATTACHED ALLOCATION OF RECORDATION TAXES
The Debtor(s) certifies that with the filing of this Financing Statement, or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court Anne Arundel County

5. Debtor(s) Name(s):
Drs. Thomas, Wallop, Kim & Lewis, P.A.

Address(es):
200 Hospital Drive
Glen Burnie, Maryland 21061

RECORD FEE 33.00
RECORD TAX 5288.50
POSTAGE .50
#406450 C489 R02 T15:01
04/08/92
MARY M. ROSE
AA CO. CIRCUIT COURT

6. Secured Party:

MARYLAND NATIONAL BANK
Attention: LDRU 250603

Address:
100 South Charles Street
Baltimore, Maryland 21201

7. This Financing Statement covers, and the Debtor(s) hereby grant(s) the Secured Party a security interest in, the following property, including without limitation (a) all amounts now and in the future owed by the Bank to each Debtor and/or on deposit in any account maintained by each Debtor with the Bank; (b) all present and future substitutions, replacements, appurtenances, accessories and accessions relating to any of the following; (c) all of each Debtor's books and records; (d) all proceeds (cash and noncash, including insurance proceeds) and products of all of the following in any form whatsoever; and (e) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the following:

☒ A. All of each Debtor's present and future accounts, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all rights to the payment of money due or to become due to each Debtor for any reason whatsoever, and all goods returned, repossessed or stopped in transit, the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, and all rights which each Debtor may at any time have against any account debtor or other obligor of each Debtor, including liens and security interests for benefit of each Debtor and all right of each Debtor with respect to present and future patents, pending and abandoned patent applications, literary rights, rights to performance, copyrights, trademarks, trademark registrations, trade names and trademark applications, together with the business and goodwill to which the same are appurtenant and all causes of action for infringements thereof.

☐ B. All of the inventory of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including raw materials, work in process, finished goods, materials and supplies, goods returned or repossessed, and goods held for demonstration, marketing or similar purposes, and all property in or on which any of the foregoing is stored or maintained, and all documents of title and trust receipts relating to any inventory, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as inventory, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to inventory.

☐ C. All of the equipment of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including machinery, vehicles and other rolling stock, furniture, tools, leasehold improvements, fixtures, and materials and supplies relating to equipment, and all documents of title and trust receipts relating to equipment, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as equipment, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to equipment.

☒ D. All of the Debtor's equipment and fixtures described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor.

☐ E. Each of the Debtor's motor vehicles described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith.

☐ F. All of the property of each Debtor as described on Schedule A attached hereto and made a part of this Financing Statement by reference.

☐ 8. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are _____

Debtors: Drs. Thomas, Wallop, Kim & Lewis, P.A.

By: X Ryun H. Kim (Seal) _____ (Seal)
Ryun H. Kim, M.D., President

(Seal) _____ (Seal)

(Seal) _____ (Seal)

(Seal) _____ (Seal)

Mr. Clerk: Please return to the address set forth in paragraph 6 above.

Return To:
LSU Team 2 Mailstop 250625
Maryland National Bank
100 S. Charles Street
Baltimore, MD 21201

SCHA1
4548160

SCHEDULE A

BOOK 579 PAGE 258

This Schedule A is attached to and made a part of a Financing Statement by and between Maryland
National Bank and Drs. Thomas, Wallop, Kim & Lewis, P.A.

Section 7, Collateral Description Continued

ITEM	QTY.	CATALOG NO.	PRODUCT DESCRIPTION	PRICE
------	------	-------------	---------------------	-------

001 1 44-48-445

ORBITER 37 ZLC/DIG DOT 3/8"

Includes:

Detector and Stand

- * ZLC with DIGITRAC
- * Z-mapping corrects for regional energy variations inherent in the crystal. Linearity correction circuit corrects position of events eliminating crystal non-linearities prior to image formation. DIGITRAC is a microprocessor controlled PMT gain correction circuit in the detector which recursively adjusts individual tube gains so that gamma ray photopeaks are precisely aligned throughout the camera field.
- * 37 3" photomultiplier tubes
- * 3/8" (0.9cm) crystal assembly with 15 1/4" (38.7cm) field of view
- * Stand with counterbalanced detector: Simple control and balanced motions to allow rapid detector positioning.
- * Area under camera detector clear of obstructions to permit easy patient set up.
- * Extended count rate capability with high speed electronics 140,000 C/S, 20% loss, 20% window
- * DIGITRAC diagnostics - with complete users' guide for DIGITRAC operation and quality control. Detector tune point values and high voltage values for each photomultiplier tube. Specific diagnostic messages concerning camera state-of-performance

Digital Operator's Terminal

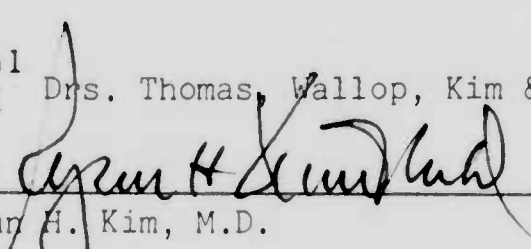
- * System controller page for set up of study parameters
- * 16 selections of user defined protocols
- * Analyzer control for 3 isotope windows with multi-channel spectrum display
- * Digital P-Scope with 128x128 (8 bit deep) with persistence and growth controls.

Operation Manuals

ORBITER stand manual

DOT terminal manual

Drs. Thomas, Wallop, Kim & Lewis, P.A.


 Ryun H. Kim, M.D.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

ITEM	QTY.	CATALOG NO.	PRODUCT DESCRIPTION	PRICE
002	1	44-45-300	TILT-TOP CART FOR DOT	
003	1	44-45-110	ECG AMPLIFIER/R-WAVE TRIGGER Provides signal of cardiac R-wave and display of ECG wave form	
004	1	44-49-278	ECT PATIENT HANDLING SYSTEM/ MOTORIZED ECT TABLE * Hand controller and dual side panel controls are conveniently located to provide ease in patient positioning. * Pallet height is electromechanically adjustable from approximately 32.5 to 44.0 inches from floor to top of medium pallet.	
005	1	44-49-773	COMPUTER INTERFACE KIT Enabling stand rotation * Rotating mechanics provide 455 degrees of circular orbit at a radius of rotation of 2.75 to 12.5 inches * Selectable start angle, angle of rotation, direction of rotation and time per view. * Accurate to ± 1 mm * LED detector and yoke angle indication to assure precise position tracking.	
006	1	17 58 668	SPECT PALLET W/HEAD REST/PADS - Carbon fiber and foam - Attenuation $\leq 5.5\%$ with technetium - 325 lbs weight limit (147.7 kg) - 74 inches length (185 cm) - 16 inches width (40 cm) in imaging area - Pallet weight of 16 lbs - Headrest with Pad	
007	1	44-49-781	MICRO DOT IMAGER * Absolute exposure control * Built-in photometer calibration * Electro-magnetic Microdot CRT * Five adjustable preset pushbutton density settings * Automatic/Manual advance * Variable formats * Two 8"x10" cassettes * Two 11"x14" cassettes	
008	1	44-41-721	VIDEO INTERFACE TO MICRO DOT Includes 30' cable, order extra signal cable (035-398070) at no charge.	
009	1	44-48-502	PARALLEL LEAP 140 KEV	
010	1	44-46-225	PARALLEL HIGH RESOLUTION, INSERT 140 KEV COLLIMATOR	
011	1	44-45-532	PINHOLE COLLIMATOR WITH 6MM APERTURE	
012	1	44-47-264	DUAL COLLIMATOR CART Holds up to four Insert 140 keV collimators and up to two higher energy insert collimators.	
013	1	94-73-737	MICRODELTA F140 PLUS COLOR IMAGING TERMINAL Including: 13" high-resolution color monitor Keyboard with special multi-function keypad with user assignable keys and built-in joystick 2.0 MB display memory with programmable, high speed bit slice processor and writable control store Composite B/W video output Failsafe-140: DEC T-11 based CPU 1 MB CPU Memory with RAM disk utilization 1 MB Floppy 140 MB Winchester Disk	
014	1	98-65-841	NAB-C (RT - 140+) Gamma camera acquisition interface including ultra-linear A/D converters. Appropriate cable selection for camera.	

015 1 44-49-146 NAB CABLE 15M/45' FOR MDLTA

016 1 12 15 453

SPECT 3.1 KIT WITH SOFTWARE,

BOOK 579 PAGE 260

LICENSE AND DOCUMENTATION
Software to acquire and process
SPECT studies, version 3.1 on floppy.

017 1 3N MCD01 MICRODELTA TRAINING FOR ONE

018 1 98 87 241 CTQ SOFTWARE

019 1 056-500/
056-303 IMAGING TABLE w/ MATTRESS

TRADE-IN OF EXISTING G.E. CAMERA AND
ACCESSORIES

ALL FOR THE DISCOUNTED INVESTMENT OF.....\$293,000.00

ITEM	QTY	CATALOG NO.	DESCRIPTION OF PRODUCTS AND/OR SERVICES	PRICE
1	1	1114M	<p>MAGNETOM 42</p> <p>High-resolution MR imaging system with 1.0 Tesla superconducting medium field magnet for proton imaging of axial, sagittal, coronal and oblique planes of the whole body.</p> <p>Includes as Standard Equipment:</p> <p>High Performance Gradient System: With 100% duty cycle and freely programmable gradient waveforms designed for short cycle times and fast imaging applications.</p> <p>10 kW RF Amplifier and Minimal Noise Transceiver: Optimizes signal-to-noise by minimizing noise contribution of receiver.</p> <p>Circularly Polarized Body Coil: Designed for higher signal-to-noise, better RF homogeneity, and lower RF power deposition with autotuning.</p> <p>Circularly Polarized Head Coil: Designed for higher signal-to-noise, better RF homogeneity, and lower RF power deposition with autotuning.</p>	

ACCEPTANCE ON FIRST PAGE INCLUDES ALL FOLLOWING PAGES AS SPECIFIED ABOVE

BOOK 579 PAGE 261

ITEM	DESCRIPTION
	Automatic Patient Table Microprocessor-controlled motorized patient table lowers to 64 cm. Quick disconnect from auto drive for emergency patient removal.
	Patient-Positioning Accessories Three 70cm resilient underlays Head supports Knee supports Patient restraint system Positioning Pads Paper roll holder
	Patient Communications and Monitoring System Patient intercom Magnetically-protected closed circuit TV system Patient call button
	Numaris Software A full general purpose MPT operating system with the following special features. (Note - some of these software functions have not been approved by the FDA and are available for investigational use only.)
	Arrange - Patient images instantly sorted chronologically, by anatomical location, or by pulse sequence.
	Asymmetric Double Echo Sequences Arbitrary echo times selectable (e.g. TE = 17, 170 msec)
	VAX VMS Computer System 32 bit multi-tasking computer with VMS operating system
	BSP VAXMA Image Processor Fast array processor for 2D and 3D Fast Fourier Transformation Reconstruction and image processing routines
	Microprocessor Pulse Sequence Control System Microprocessor bank for programming, accurate timing, execution, and monitoring of image acquisition process
	Storage Devices 50 MB RUC25 Drives 456 MB RA81 Winchester Drive Dual Floppy Disk Drives RX02
	Diagnostic Main Console For fast and simple operation of the entire Magnetom system.
	512 Real Time Matrix For high quality display of images in a 256 matrix size
	Output Devices LA 120 Printer for documentation VT 220 Service Terminal
	Automatic Selective Archiving Permits automatic archiving of only desired images from a complete study
	Auto-PreScan: Automatic adjustment of precise resonant frequency, optimal flip angle, and receiver dynamic range for consistently high image quality
	Autotune: Automatic tuning of head, body and surface coils
	Electronic slice shift: Change slice position and orientation from console without moving patient
	Extended Selection: Enter and call pulse sequence parameters for a specific image are stored and can be retrieved in a desired order
	Gradient Motion Reducing: Reduces motion artifacts, enhancement of flow for vascular imaging. Substantially improves quality of T2 weighted images by removing CSF and other flow artifacts
	Half Fourier Imaging: Cuts minimum scan time by nearly 50% while maintaining spatial resolution
	High Slice Duty Cycle: Short TE sequence includes fast slice loop, allowing multislice liver imaging (i.e., 9 slices with TR=0.16 sec).

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

ITEM	QTY	CATALOG NO	DESCRIPTION OF PRODUCTS AND/OR SERVICES	PRICE
			<p>Multiecho: up to 12 echoes in a single echo train</p> <p>Multislice/Multiecho: Allows more echoes can be collected with multiple slices up to a total of 54 2D images per sequence</p> <p>Multitask/Multislice Use: Environment VAX 11/750 allows multiple jobs and two console operation. Task status displayed on screen continuously</p> <p>Oblique slice positioning: Angle slices from any orientation. Graphic input for determining position</p> <p>Phase Encoding/Readout Gradient Swap: Rotate motion artifacts (e.g. from beating heart in ungated images) by 90°</p> <p>Phase Images: Obtain phase angle images. Important for flow and fat/water imaging</p> <p>Pulse Sequence Driver: Research mode permits precise control over most sequence parameters (e.g. drive RF with arbitrary waveforms necessary for improved slice profiles)</p> <p>Rectangular Pixels: Acquire and display 128x128 matrix with anisotropic pixels. Direction of anisotropy can be user-specified</p> <p>Sequence Menus: Sequence changes integrated into screen menus</p> <p>Short multislice TE: 15 msec TE multislice sequence for improved T1 weighting. 11 msec TE single slice sequence</p> <p>Crafted Pulses: Special RF pulse shapes result in highly rectangular slice profiles, optimizing the image quality of zero-gap acquisitions. Technique does not compromise ability to obtain short echo times</p> <p>Single Acquisition Imaging: Makes full use of the magnet by imaging Magnetism by allowing magnet to be obtained with one excitation</p> <p>Slider/Auto: Graphically specify slice position, thickness, gap, zoom factor, and rotation (for oblique slices) by drawing on QUICK-SCAN reference image</p> <p>3D: Contiguous thin slices can be acquired with a 3DFT. The chosen volume thickness can be divided into as many as 128 partitions (down to 1mm or less)</p> <p>Time/Lines Remaining: The time left in an acquisition is displayed by an on-screen countdown clock. "Number of lines remaining" is displayed for a gated study</p> <p>Variable Slice Gap: Gap variable from 0 to 200% of slice thickness in 1% increments</p> <p>Wide/Narrow Bandwidth Sequences: Choice of sequences with high/low readout gradients to choose between chemical shift artifact suppression (body) or higher S/N (head). Allows maximal S/N in neurological imaging</p> <p>Mixed Bandwidth Sequences: High and low readout gradients are used to optimize S/N for each echo of a double echo acquisition</p>	
2	1	128CM	<p>Fast Imaging Package including the fast imaging sequences FISP and FLASH in 2D and 3D mode</p> <p>FISP: Gradient echo sequence with ability to generate steady state transverse magnetization at short TR times. Highlights signal from long T2 tissues (e.g. CSF)</p> <p>FLASH: FLASH provides high quality images in an extremely short time (as low as 4 seconds). Sequence parameters down to TR = 22 msec and TE = 10 msec. Choice of flip angles ranging from 5 to 90 degrees</p> <p>3D: Contiguous thin slices can be acquired with a 3DFT. The chosen volume thickness can be divided into as many as 128 partitions (down to less than 1mm)</p>	

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

**CERTIFICATION FOR ALLOCATION OF
MARYLAND RECORDATION TAX**

Date: 3/20, 1992

TO: Clerk of the Circuit Court, Anne Arundel County

REFERENCE: Drs. Thomas, Wallop, Kim & Lewis, P.A.

With respect to the above-referenced loan(s) and to the personal property (the "Collateral") securing said loan(s), the Borrower hereby certifies to the best of the Borrower's knowledge, information and belief that the value of each portion of the Collateral and the amount of indebtedness attributable to each portion of the Collateral are as follows:

1. Value of Inventory and Other Exempt Collateral \$ 3,067,359.00
2. Value of Equipment and Other Non-Exempt Collateral \$ 1,802,522.00
3. Total Value of Collateral \$ 4,869,881.00
4. Computation of Amount of Debt Exempt from Recordation Tax:

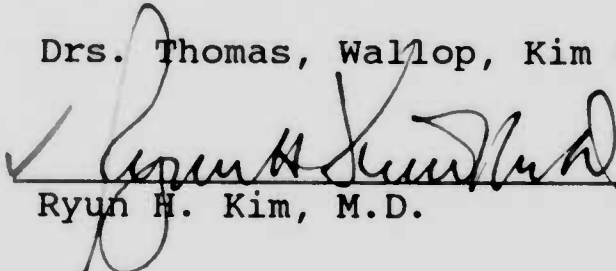
<u>Value of Exempt Collateral</u> Total Collateral	X	Total Amount of Debt Secured	=	Amount of Debt Exempt from Tax
\$ 3,067,359.00	X	\$ 2,040,000.00	=	\$ 1,284,921.00
\$ 4,869,881.00				

5. Amount of Non-Exempt Debt: **\$ 755,079.00**
6. Recordation Tax Due on Non-Exempt Debt, Rounded Off:

\$ 755,500.00 X \$ 7.00 = \$ 5,288.50

1000

Drs. Thomas, Wallop, Kim & Lewis, P.A.

By:  (SEAL)
Ryun H. Kim, M.D.

BOOK 579 PAGE 265

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) CRSI, A TRADENAME USED BY CONTROL RESOURCE SYSTEMS, INC. 670 Mariner Drive Michigan City, IN 46360	2. Secured Party(ies) and address(es) LASALLE NATIONAL BANK 120 South LaSalle Street Chicago, IL 60603 Attn: Asset Based Lending	For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 #406460 C489 R02 T15:01 04/08/92 MARY M. ROSE AA CO. CIRCUIT COURT
4. This statement refers to original Financing Statement bearing File No. <u>Book 570 Page 299</u> Filed with <u>Anne Arundel Cty. Maryland</u> Date Filed <u>07/30</u> 19 <u>91</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

1013523-20 2512 No. of additional Sheets presented.

CRSI, A TRADENAME USED BY CONTROL RESOURCE SYSTEMS, INC.	LASALLE NATIONAL BANK
By: <u>S</u> FILING FEE \$ <u> </u> n 8 is applicable).	By: <u>Phil Banta, UP</u> Signature(s) of Secured Party(ies)

LEXIS®
DOCUMENT SERVICES
P.O. BOX 2989
Springfield, Illinois 62708
THANK YOU

STANDARD FORM - FORM UCC-3

10⁰⁰
13

FINANCING STATEMENT

TO BE RECORDED AMONG
THE FINANCING RECORDS OF
ANNE ARUNDEL COUNTY

This Financing Statement is presented to a Filing Officer
pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS
OF DEBTOR:

LOVELL REGENCY HOMES LIMITED
PARTNERSHIP
c/o Y. J. Lovell (America)
Inc.
102 Old Solomons Island Road
Annapolis, Maryland 21401

2. NAME AND ADDRESS
OF SECURED PARTY:

Maryland National Bank
10 Light Street
Baltimore, Maryland 21202
Mail Stop #021901
Attn: Real Estate Industries
Group

RECORD FEE 18.00
POSTAGE .50
#646140 C603 R04 T14:06

3. This Financing Statement covers all right, title and
interest of the Debtor in and to the following types (or items)
of property:

04/08/92

(a) All personal property of any kind or nature
whatsoever, whether tangible or intangible and whether now owned
or hereafter acquired, which is used in the construction of, or
is placed upon, or is derived from or used in connection with
the maintenance, use, occupancy or enjoyment of, the Property
(hereinafter defined), including, without limitation, (i) all
building materials, fixtures, equipment and other tangible
personal property of every kind and nature whatsoever (other
than consumable goods, and trade fixtures or other personal
property owned by tenants occupying the Property), (ii) any
franchise or license agreements and management agreements
entered into with respect to the Property or the business
conducted therein (provided all of such agreements shall be
subordinate to the Deed of Trust (hereinafter defined), and the
Secured Party shall have no responsibility for the performance
of the Debtor's obligations thereunder), and (iii) all plans and
specifications, contracts and subcontracts for the construction
or repair of the Property, sewer and water taps, allocations and

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agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Thirteenth Amendment to Deed of Trust, Assignment and Security Agreement of even date hereof (the "Deed of Trust") executed by the Debtor for the benefit of Margaret D. Kirmil and Constance M. Grimes, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of Trust), to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

A92-02-070B

BOOK 579 PAGE 268

EXHIBIT A

BEING KNOWN AND DESIGNATED AS Lot Numbered Sixty-Nine (69) as shown on a Plat entitled, "Final Plat Lots 38-46 and 66-70 KINGSBROOK P.U.D. Saint James Section VII", which Plat is recorded among the Land Records of Frederick County, Maryland in Plat Book 47, folio 130.

- 2 -

4010W

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

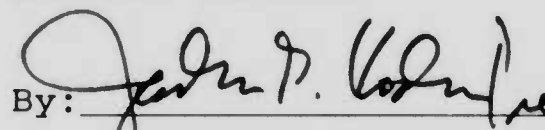
5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

6. The record owner of the Land is the Debtor.

DEBTOR:

LOVELL REGENCY HOMES LIMITED PARTNERSHIP

By: LOVELL HOMES INC.,
GENERAL PARTNER

By:  (SEAL)
Jackson G. Kochen
Its President

Filing Officer: After recordation, please return this Financing Statement to:

Pamela M. Williams, Esquire	Capitol Title Insurance Agency, Inc.
Hogan & Hartson	102 Old Solomons Island Rd.
111 South Calvert Street	#3000
Baltimore, Maryland 21202	Annapolis, MD 21401

This **Statement** is presented to a filing officer for filing pursuant to the Uniform Commercial Code

ANDERSON, JR WILLIAM R
1489 BRIDGEWATER WAY
ANNAPOLIS MD 21401
578729331 AA

JOHN DEERE COMPANY
P. O. BOX 65090
WEST DES MOINES IA 50265
FORMERLY: JOHN DEERE COMPANY
CONYERS, GA

3. MATURITY DATE
(1 Apr) 11 Apr

11 APR 96

FOR FILING OFFICER Date: _____ Filing Office: _____

4 This statement refers to original Financing Statement bearing File No. 080140

Filed with ANNE ARUNDEL MD

Date Filed 11 APR 91

5 CONTINUATION The original financing statement between the foregoing Debtor and Secured Party, bearing the number shown above, is still effective.

6 ☒ **TERMINATION** Secured Party no longer claims a security interest under the financing statement bearing file number shown above.

ASSIGNMENT The Secured Party's rights under the financing statement bearing the number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.

8. ☐ **AMENDMENT.** Financing Statement bearing file number shown above is amended as set forth in Item 10.

9 ☐ **RELEASE** Secure Party releases the collateral described in Item 10 from the financing statement bearing the number shown above.

10

10

CLERK OF CIRCUIT CRT
% UCC DIVISION
ANNE ARUNDEL COUNTY
ANNAPOLIS MD

Number of Additional Steps Presented

01 APR 92

JOHN DEERE COMPANY

By D. L. Walters Director, Installment Finance For ☐ JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY
 (Signature of Secured Parties) ☒ JOHN DEERE COMPANY

STANDARD FORM - FORM UCC 3

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. DEBTOR(S) (Last Name First) and ADDRESS(ES)

ANDERSON, JR WILLIAM R
1489 BRIDGEWATER WAY
ANNAPOLIS MD 21401
578729331 AA

2. SECURED PARTY(IES) and ADDRESS(ES)

JOHN DEERE COMPANY
P. O. BOX 65093
WEST DES MOINES IA 50265
FORMERLY: JOHN DEERE COMPANY
CONYERS, GA3. MATURITY DATE
(If Any)

11APR96

FOR FILING OFFICER (Date, Time, and Place)

RECORD FEE

10.00

4. This statement refers to original Financing Statement bearing File No. 283394
BK 566 PC 558
Filed with ANNE ARUNDEL MD Date Filed 11APR91

5. ☐ CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. ☒ TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ ASSIGNMENT - The Secured Party's rights under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. ☐ AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. ☐ RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

TO

CLERK OF CIRCUIT CRT
2 UCC DIVISION
ANNE ARUNDEL COUNTY
ANNAPOLIS MD 21403

Number of Additional Sheets Presented

01APR92

JOHN DEERE COMPANY

By

Signature of Debtor(s) (Necessary only if Item 8 is applicable)

By

Signature of Secured Party(ies)

Director, Installment Finance For

☐ JOHN DEERE INDUSTRIAL
EQUIPMENT COMPANY☒ JOHN DEERE COMPANY

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC-3

To Be Recorded in The Land Records
And In the Financing Statement
Records of the Circuit Court of
Anne Arundel City/County and
Among the Financing Statement
Records of the State Department
of Assessments and Taxation

Subject to Recordation Tax of \$441.00
On Principal Amount of \$63,000.00
Which was Paid to the Clerk of the
Circuit Court of Anne Arundel County
Upon the filing of a Deed of Trust
in the Land Records of Anne Arundel
City/County, Maryland

FINANCING STATEMENT
(Maryland U.C.C.-1)

1. DEBTOR:

ANDOVER RECREATION INC
P O BOX 151
LINTHICUM MARYLAND 21090

2. SECURED PARTY:

First National Bank of Maryland
18 West Street
Annapolis, Maryland 21401
Attention: Bradley D. PATTEN

RECORD FEE 17.00

.50

3. This Financing Statement covers and Debtor grants and conveys to
Secured Party a security interest in and to the following:

#351060 C263 R01 T13:55

04/08/92

a. All plant apparatus, equipment, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the real property and improvements located at Main Street and Lyman Ave., Linthicum Heights Anne Arundel County, Maryland and described on Exhibit "A" attached hereto (herein the "Real Property") including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems, and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

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- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities, service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property and all substitutions, renewals and replacements thereof.
 - d. All rights, benefits, profits, rents and monies payable under, by reason of, or with respect to, any restrictive covenants, easements, or agreements applicable to lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
 - e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), which have not been extracted from the Real Property.
 - f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Real Property or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - g. All rents, profits, and benefits accruing to or generated by the Real Property including, but not limited to, deposits of tenants to secure payment of the same, and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the Real Property, including, but not limited to, the right to receive lease or other payments with regard thereto.
 - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the Real Property.
 - i. All of Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by Secured Party to Debtor in any capacity, including but not limited to, any balance or share belonging to debtor of any deposit or other account with Secured Party.
4. Some of the above-described personal property may be affixed to the Real Property as described on Exhibit "A", attached hereto, being that same lot of ground and improvements thereon described in a DEED OF TRUST dated March 6, 1987 and recorded among the Land Records of the Circuit Court for Anne Arundel County from Debtor to Trustees named therein for the benefit of Secured Party. Debtor is the record owner of the aforementioned Real Property. Exhibit "A" attached hereto consists of 1 pages.
5. The proceeds and products of the above described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions, and accretions of or to any of the above described collateral.

Debtor

Peter Francasi
PETER FRANCAZI
(Print Name)

(Print Name)

(Print Name)

(Print Name)

Witness

Bradley Pingrey
Bradley Pingrey
(Print Name)

(Print Name)

(Print Name)

(Print Name)

TO FILING OFFICER: After this Statement has been recorded, please return to:
FIRST NATIONAL BANK OF MARYLAND, 18 West Street, Annapolis, Maryland 21401

EXHIBIT "A"

BOOK 579 PAGE 275

BEGINNING FOR THE FIRST AND DESCRIBED AS FOLLOWS:

Beginning for the same at a point on the East side of Main Street; said point of beginning being the Northwest corner of a tract of land conveyed by deed dated December 27, 1957 and recorded among the Land Records of Anne Arundel County in Liber 1181, folio 317, to Andover Recreation, Incorporated; said point of beginning being North 19 degrees 31 minutes 10 seconds East 482.00 feet from the intersection of the northerly line of Lyman Avenue (30 feet wide) with the easterly line of Main Street (30 feet wide); and running thence along the east side of Main Street North 19 degrees 31 minutes 10 seconds East 100 feet; thence leaving said Street and running the following courses and distances South 70 degrees 28 minutes 50 seconds East 15.00 feet to a concrete monument; thence continuing South 70 degrees 28 minutes 50 seconds East 220.0 feet to a concrete monument South 70 degrees 28 minutes 50 seconds East 547.50 feet to a concrete monument; thence South 13 degrees 21 minutes 20 seconds West 489.62 feet to a concrete monument; thence on the same bearing South 13 degrees 21 minutes 20 seconds West 5.00 to the northerly line of Lyman Avenue; thence binding on the northerly line of Lyman Avenue, North 76 degrees 38 minutes 40 seconds West 337.07 feet to the southeasternmost corner of the aforementioned Deed; thence binding on the third line of the aforementioned Deed, North 13 degrees, 21 minutes 20 seconds East 430.43 feet; thence binding on the second line of the above mentioned Deed North 70 degrees 28 minutes 50 seconds West 439.28 feet; thence continuing North 70 degrees 28 minutes 50 seconds West 15.00 feet to the place of beginning. Containing 5.00 acres of land, more or less.

Being the same parcel or lot of ground which by Deed dated July 27, 1964 and recorded among the Land Records of Anne Arundel County in Liber 1776, folio 393, was granted and conveyed by Estate of John H. Geis, Inc. to Andover Recreation, Inc.

BEGINNING FOR THE SECOND AND DESCRIBED AS FOLLOWS:

Beginning for the same at a hole in a stone previously set at the end of the fourth line of the land described in the Deed from John Hammond Geis, et al to Estate of John H. Geis, Inc., dated June 18, 1951 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 629, folio 22, said stone being also located at the intersection of the northerly line of Lyman Avenue (30 feet wide) with the easterly line of Main Street (30 feet wide), as shown on the Plat of "Homeland Park," which Plat is recorded among the Land Records of Anne Arundel County in Plat Book G.W. No. 1, folio 78, thence from said beginning stone, running along the easterly line of said Main Street, being also along a portion of the fifth line of the land described in the above mentioned deed, north 19 degrees 31 minutes 10 seconds east 482.00 feet; thence leaving said Street and said fifth line and running for a division line now made through the larger tract of which this is a part, the following two courses and distances, to wit: (1) South 70 degrees 28 minutes 50 seconds east 454.28 feet, and (2) south 13 degrees 21 minutes 20 seconds west 430.43 feet to a point in the northerly line of Lyman Avenue, said point being also located in the fourth line of the land described in the above mentioned deed; thence running along the northerly line of said Avenue, being also along a portion of said fourth line, north 76 degrees 38 minutes 40 seconds west 503.40 feet to the place of beginning. Containing 5.00 acres of land, more or less.

SAVING AND ACCEPTING so much of the property that was conveyed by a Deed dated October 9, 1958 and recorded among the Land Records of Anne Arundel County in Liber 1253, folio 329, from Andover Recreation, Incorporated, et al and County Commissioners of Anne Arundel County, Maryland.

Being the same lot of ground which by Deed dated December 27, 1957 and recorded among the Land Records of Anne Arundel County in Liber 1181, folio 317 was granted and conveyed by Estate of John H. Geis, Inc. to Andover Recreation, Incorporated.

Put
m & K

TO BE RECORDED AMONG THE
FINANCING RECORDS

BOOK 579 PAGE 276

286077

THIS TRANSACTION IS SUBJECT
TO RECORDATION TAXES ON THE
AMOUNT OF \$ 86,250.00
WHICH HAVE BEEN PAID TO THE
CLERK OF THE CIRCUIT COURT
OF ANNE ARUNDEL COUNTY

FINANCING STATEMENT

1. DEBTOR(S): R. F. CLECKNER BUILDERS, INC.
8435 Kenton Road
Pasadena, Maryland 21122

RECORD FEE 11.00
POSTAGE .50
#406880 C489 R02 T10:04
04/09/92
MARY M. ROSE
AA CO. CIRCUIT COURT

2. SECURED: KEY FEDERAL SAVINGS BANK
7F GWYNNS MILL COURT
OWINGS MILLS, MARYLAND 21117

3. This Financing Statement covers the following types of
property (the "Collateral"): See Exhibit "A" attached hereto
and made a part hereof.
4. If the above personal property is to be affixed to real
property, describe real property: See Exhibit "A" attached
hereto and made a part hereof.
5. Proceeds of Collateral are covered.
6. Products of Collateral are covered.

DEBTOR(S):

R. F. CLECKNER BUILDERS, INC.

BY: Robert F. Cleckner, Jr.
Robert F. Cleckner, Jr.,
President

AFTER THIS STATEMENT HAS BEEN RECORDED RETURN TO;
Dackman and Heyman
2221 Maryland Avenue
Baltimore, Maryland 21218

D&H #8058

1100

EXHIBIT "A"

1. (a) The interest of Debtor in all improvements, alterations, structures, buildings, building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, not or hereafter located on or contained in or upon or attached to (or intended to be located on or contained in or upon or attached to) the premises hereinafter described or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, including, without limitation, all heating, air-conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, switchboards, boilers, ranges, furnances, oil burners or units thereof, appliances, vacuum cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinet, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, electrical apparatus, sound transmission systems, shelves, shelving, display racks, storage facilities, pallets, machinery and other apparatus.

(b) All accounts, accounts receivable, contract rights and general intangibles in respect to or growing out of any and all leases, subleases or Contracts of Sale executed by the Debtor, as lessor or seller, for or in connection with the lease, sublease or sale of the premises hereinafter described and any improvements to be constructed thereon, together with all rents, royalties, issues, profits, revenues, and income arising from the use or enjoyment of the premises hereinafter described or from any lease, sublease and/or sale pertaining thereto, and all accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds, and general intangibles in respect of or growing out of any part or parcel of the premises hereinafter described and the improvements thereon, whether such accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds and general intangibles, or any such leases, subleases and/or Contracts of Sale are in existence on the date hereof or are hereafter created.

(c) Inventory.

2. Proceeds and products of the Collateral are covered.

3. The above described goods, property, interest and rights are located at, are to become fixtures on, are affixed to, or relate to that parcel(s) of land (and the improvements now or hereafter existing thereon) situated in Anne Arundel County, Maryland, which said parcel(s) are more fully described:

BEING KNOWN AND DESIGNATED as Lots Numbered 65A and 65B, as shown on the revised Plat of Section A of Mt. Pleasant Beach, recorded among the Plat Records of Anne Arundel County, Maryland on June 26, 1927 in Liber FSR No. 1, folio 24 (formerly Cabinet No. 1, Rod P, Plat No. 10), now in Plat Book 5/31 (288). The improvements thereon being known as ~~1127~~ ~~Wharf Drive~~ Hotel Drive.

BOOK 579 PAGE 278

File No. E-4982-92/cj

Return To: Executive Title Group, Ltd.,
8 Reservoir Circle - #105
Baltimore, MD 21208

To Be Recorded In:

☐ Land Records of Anne Arundel County
☒ Financing Statement Records of Anne Arundel County
☐ State Department of Assessments and Taxation

286078

Subject to Recordation Tax:
Principal Amount is \$120,000.00

The appropriate amount of recordation taxes have been paid upon the filing of the Deed of Trust and Security Agreement ("Deed of Trust") recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as additional security in the same loan.

DATE: March 9, 1992

FINANCING STATEMENT

1. Debtor: Address:
HAROLD J. LEWIS and ANGELA 7207 C Eubanks Loop
M. LEWIS Fort Meade, Maryland 20755
2. Secured Party: Address:
FAIRVIEW FEDERAL SAVINGS & 9171 Baltimore National Pike
LOAN ASSOCIATION Ellicott City, Maryland 21043
Attn: Charles C. Holman,
Executive Vice President
3. This Financing Statement covers, and the Debtor hereby grants to the Secured Party a security interest in, all of the Debtor's right, title and interest, whether now owned or hereafter acquired, in and to:

RECORD FEE 14.00

POSTAGE .50

RECORDED 0263 R01 T14:14

04/09/92

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the real property situate in Anne Arundel County, Maryland and more particularly described in Exhibit A attached hereto (the "Property"), and used or usable in connection with any present or future operation of the Property and now owned or hereafter acquired by Debtor, and/or in which Debtor may now have or hereafter acquire rights, and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

14.50

(c) all building and construction materials and equipment now or hereafter delivered to the Property and intended to be installed therein; and

(d) all leases, rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the Property; and

(e) all of the accounts of the Debtor, including without limitation, all notes, accounts receivable, drafts, acceptances and similar instruments and documents, and all contract rights; and

(f) all plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; sewer and water taps, allocations and agreements for utilities, bonds, utility deposits, refunds of fees or deposits paid to governmental authorities; licenses, permits, approvals and applications therefor from governmental authorities; contracts, subcontracts, service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional materials, wherever located and whenever created, compiled or made with respect to the Property; and

(g) all of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise; and

(h) all of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

4. The aforesaid items are included as security in the Deed of Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and CHARLES C. HOLMAN, Trustee(s), and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to the Secured Party, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of collateral, after-acquired property, substitutions, renewals, replacements, additions or accretions of the above-described property, and all cash and non-cash proceeds thereof, are covered hereunder.

DEBTOR:


HAROLD J. LEWIS

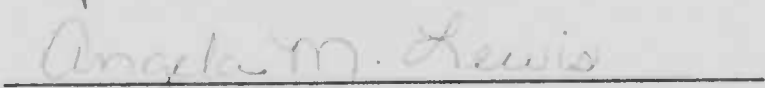

ANGELA M. LEWIS

EXHIBIT ADESCRIPTION OF PROPERTY

All that lot of ground and improvements thereon situate in Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at an iron pipe here set on the north side of Carol Avenue; said iron pipe and point of beginning marks the southwestmost corner of Lot 81-A as shown on a plat of Champion Forest recorded among the Plat Records of Anne Arundel County in Plat Book 11, page 14. Thence from the point of beginning so fixed leaving said Carol Avenue and binding on the westernmost outline of Lot 81-A and Lot 81-B, North 41 degrees 37 minutes 10 seconds West 265.00 feet to an iron pipe here set, and North 14 degrees 33 minutes 20 seconds West 150.33 feet to an iron pipe here found that marks the northwestmost corner of Lot 81-B; thence leaving said westernmost outline and binding on part of the northernmost outline of said Lot 81-B, North 79 degrees, 15 minutes 30 seconds East 237.11 feet to an iron pipe here set; thence leaving said northernmost outline and running across Lots 81-B and 81-A for a line of division as now established, South 27 degrees 21 minutes 20 seconds East 286.09 feet to an iron pipe here set on the north side of said Carol Avenue; thence binding on the north side of said Carol Avenue, South 48 degrees 24 minutes 20 seconds West 201.42 feet to the point of beginning. Containing 1.876 acres of land, more or less. Being a part of Lots 81-A and 81-B as shown on a plat of Champion Forest recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 11, Page 14.

lewisdesc (ws10)
R&E 102-708

Circuit Court of Anne Arundel County
Court House
Annapolis, Maryland 21404
financing statement records

BOOK 579 PAGE 281

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 278079

RECORDED IN LIBER 544 FOLIO 112 ON 7/27/89 (DATE)

1. DEBTOR: Name Alfred R. Keir, Jr and Linda C. Keir

Address 11800 Wimbledon Court, Upper Marlboro, Md. 20772

2. SECURED PARTY: Name Citizens Bank of Maryland

Address 14401 Sweitzer Lane, Laurel, Maryland 20707

Person And Address To Whom Statement Is To Be Returned If Different From Above.

CHECK ☐ FORM OF STATEMENT

A. CONTINUATION <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. RELEASE. From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate: PARTIAL RELEASE <input type="checkbox"/> FULL RELEASE <input checked="" type="checkbox"/>	C. TERMINATION <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
D. ASSIGNMENT <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 4 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)		E. OTHER <input type="checkbox"/> (Such as "amendment"; if amendment, both Debtor and Secured Party must sign)

3. Assignee of Secured Party(ies) from which security information obtainable:

Name _____

Address _____

Dated July 29, 1991

Jennifer D. Clapp
(Signature of Secured Party)

Jennifer D. Clapp, Assistant Vice President

Type or Print Above Name on Above Line

15.8

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. DEBTOR(S) (Last Name First) and ADDRESS(ES) STOVER 24 AUSTIN DR. EDGEWATER 249026269 AA	2. SECURED PARTY(IES) and ADDRESS(ES) CHARLES W JOHN DEERE COMPANY P. O. BOX 65090 WEST DES MOINES IA 50265 MD 21037
--	--

3. MATURITY DATE (If Any) 20NOV99
FOR FILING OFFICER (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 270662
BK 520 PG 160
Filed with ANNE ARUNDEL MD Date Filed 20NOV87

5. ☐ CONTINUATION The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. ☒ TERMINATION Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ ASSIGNMENT The Secured Party's rights under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. ☐ AMENDMENT Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. ☐ RELEASE Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

TO

CLERK OF CIRCUIT CRT
% UCC DIVISION
ANNE ARUNDEL COUNTY
ANNAPOLIS MD 21403

Number of Additional Sheets Presented

01APR92

JOHN DEERE COMPANY

By 1050
(Signature of Debtor) (necessary only if Item 8 is applicable)

By D. A. Walters Director, Installment Finance For
(Signature of Secured Party)

☐ JOHN DEERE INDUSTRIAL
EQUIPMENT COMPANY
☒ JOHN DEERE COMPANY

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC-3

CONDITIONAL SALES CONTRACT NOT SUBJECT TO RECORDATION TAX.

286079

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 26MAR92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name C & C ExcavatingAddress 1 Gene Avenue Anne Arundel Pasadena MD 21122

2. SECURED PARTY

Name John Deere Industrial Equipment Co.Address P. O. Box 65090West Des Moines, Iowa 50265-0090

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 New John Deere 455G Crawler Loader, S/N TO455GA774152

RECORD FEE 11.00
POSTAGE .50
#407230 C489 R02 T14:20
04/09/92
MARY M. ROSE
AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Charles J. Leach
(Signature of Debtor)

C & C Excavating

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

John Deere Industrial Equipment Co.
P. O. Box 65090
West Des Moines, Iowa 50265-0090

Donald W. Williams
(Signature of Secured Party)

Donald W. Williams

Type or Print Above Name on Above Line

286080

FINANCING STATEMENT (FORM UCC-1)

LESSEE: INDUSTRIAL LIFT, INC.
1905 RT. 206
P.O. BOX 2507
VINCENTTOWN, NJ 08088-2507

LESSOR: ATLANTIC AERIAL LIFT/VIBROPLANT U.S., INC.
1001 W. EULESS BLVD.
SUITE 300
EULESS, TX 76040-5033

ASSIGNEE OF LESSOR:

RECORD FEE 17.00
POSTAGE .50
#407240 C489 R02 T14:21
04/09/92
MARY M. ROSE
AA CO. CIRCUIT COURT



THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY
() If checked, see Equipment Schedule attached hereto and made a
part hereof.

* SEE ATTACHED SCHEDULE A *

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS ACCESSORIES,
SUBSTITUTIONS AND REPLACEMENTS AS WELL AS PROCEEDS OF COLLATERAL
(Including Insurance Proceeds)

EQUIPMENT LOCATION: GLEN BURNIE, MD

LESSEE: INDUSTRIAL LIFT, INC.
INC.

LESSOR: ATLANTIC AERIAL LIFT/
VIBROPLANT, U.S.,

BY: Dean A. Herrold

BY: Kevin J. Saunders

DEAN A. HERROLD, TREAS.

Asst. Sec.

PRINT NAME & TITLE:

173

EQUIPMENT #	DESCRIPTION	SERIAL #	VALUE
31690SNN	-	857	4843.90
3092SSXXN	STRATOLIFT LRX-20	3979	6413.58
3170SRXN	GROVE SM2633	20656	6536.06
3171SRXN	-	18701	6172.94
3172SRXN	-	20657	6536.06
3173SRXN	-	18702	6172.94
3174SRXN	-	19967	6172.94
3175SRXN	-	20658	6536.06
3177SRXN	-	19969	6172.94
3178SRXN	GROVE 2633E	19968	6172.94
3179SRXN	-	20555	6536.01
3180SRXN	GROVE 2634E	15998	5494.53
3181SRXN	-	16000	5560.54
30550SNN	STRATOLIFT MR-25	2633	7218.06
30680SNN	-	2144	5962.75
30690SNN	-	2636	7218.05
31400NXN	MARKLIFT J25BP	1089-19248	9797.40
31410NXN	-	790-20808	11493.63
31590NXN	-	890-21033	11416.43
31610NXN	-	1289-19570	10468.09
31460RNN	GROVE SM3270E	14067	9066.62
31470RNN	-	14001	6786.71
31480RNN	-	16128	8165.85
31490RNN	GROVE 3158E	16070	6030.20
31830RNN	GROVE SM3270E	17742	11619.58
31840RNN	-	17743	11619.58
2052FNN4	MARKLIFT MT25G	387-14204	9987.12
2053FNN4	-	58714362	9677.48
2057FRN2	GROVE SN3270 G	18165	13072.11
2058FRN2	-	14090	6035.27
2059FRN2	-	15885	8462.52

EQUIPMENT #	DESCRIPTION	SERIAL #	VALUE
1095RNCG	GROVE MZ48B	18292	25214.60
1096RPGG	"	20529	34392.21
1097RPGG	"	23215	47483.63
1098RPGG	"	23078	42483.63
1100RPFQ	"	18696	30501.60
1101RPFQ	"	20309	33371.31
1102RPFQ	"	18430	27085.54
1107RPGG	"	18293	29733.48
1094RPFQ	GROVE AMZ50	23340	32548.29
1082RPFQ	GROVE AMZ50	23836	33788.65
1083RPFQ	GROVE AMZ50	23580	33041.14
1084RPFQ	"	23579	33041.14
1085RPFQ	"	23341	32548.47
1091RPFQ	"	23342	32540.28
3185SRXN	GROVE SM2033	19201	6291.94
3186SRXN	"	19202	5809.79
3187SRXN	"	19203	5809.79
3188SRXN	"	20649	6172.90
3189SRXN	"	20650	6172.90
3190SRXN	"	20651	6172.90
3191SRXN	"	20652	6172.90
3194SSXN	STRATOLIFT TRX13	4807	7687.58
3196SSXN	"	4594	7653.40
30180NNN	MARKLIFT 19E	1805582	3714.93
30200NNN	"	2805681	3714.83
30220NNN	"	2805584	3714.83
3079SNNN	MARKLIFT S19E	7839683	3578.36
30730SNN	STRATOLIFT SRX-20	3857	6630.52
31820RNN	GROVE 2658E	14030	4642.10
31670SNN	STRATOLIFT SR-20	2650	4949.70
31680SNN	"	2619	4949.70

EQUIPMENT #	DESCRIPTION	SERIAL #	VALUE
2060GRN2	"	18164	13072.03
2061GRN2	"	10283	13619.50
2015PPN2	MARKLIFT SRT31G	10795151	4348.30
2054FEX4	MARKLIFT MT31	788-16348	12855.07
2055FEX4	"	588-16141	12546.76
2056FEX4	"	888-16536	13163.39
2064FRXN2	GROVE SM42RT	17160	14190.57
2065FRXN2	"	19464	19036.41
2066GRN2	"	18190	15983.26
2067FRN2	"	14981	12247.17
2068GRN2	"	14220	12723.77
2050FEX4	MARKLIFT MT40	490-20191	24184.00
2051FEX4	"	490-20201	25081.32

STATE OF MARYLAND
FINANCING STATEMENT BOOK 579 PAGE 288 Identifying File No. 286081
FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NOT SUBJECT TO TAX

If this statement is to be recorded in land records check here. ☐

This financing statement Dated March 20, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Avpro, Inc.

Address 2004 Quay Village, Suite 102, Annapolis, Maryland 21403

2. SECURED PARTY

Name Biomet Investment Corp.

Address Suite 1300, American International Bldg.

Wilmington, Delaware 19890

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
POSTAGE .50
#407250 C489 R02 T14:21
04/09/92
MARY M. ROSE
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) Canadair Challenger 600 aircraft, Serial No. 1024, Registration No. N326MM, together with all parts, items of equipment, instruments, components, avionics and accessories installed therein or thereon, including Textron Lycoming ALF-502L-2C engines having manufacturer's serial nos. LF-03057S and LF-03056S, and all proceeds thereof (including insurance proceeds therefrom).

Name and address of Assignee

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

Donald P. Bass

(Signature of Debtor)

AVPRO, INC.

Type or Print Above Name on Above Line

By: [Signature]

(Signature of Debtor)

Title: Vice President

Type or Print Above Signature on Above Line

[Signature]

(Signature of Secured Party)

Daniel P. Hann, Secretary

Biomet Investment Corp.

Type or Print Above Signature on Above Line

B9100248

286082

MARYLAND FINANCING STATEMENT

(XX) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE: Dillon's Bus Service, Inc.
 (Name or Names)
8383 Elvation Road, Millersville, Maryland 21108
 (Address) HSA 5207
 LESSEE: _____
 (Name or Names)

 (Address)
2. LESSOR: Chesapeake Industrial Leasing Co., Inc.
9506 Harford Road, Baltimore, Maryland 21234
3. ASSIGNEE (if any) Heritage Savings Associates
 Of LESSOR: 1505 York Road (Name or Names)
 (Address) Lutherville, Maryland 21093
4. This financing Statement covers the following types (or items) of property:

1-Northwestern Bell 616 Key Service Unit
 7-Standard Telephones 75000

RECORD FEE 11.00
 POSTAGE .50
 #407620 C489 R02 T14:51
 04/09/92
 MARY M. ROSE
 AA CO. CIRCUIT COURT

5. Proceeds of Collateral, cash and non-cash including insurance proceeds, are covered hereunder.

LESSEE

LESSOR

Dillon's Bus Service, Inc.Chesapeake Industrial Leasing Co., Inc.

By: Ronald C. Dillon President
 (Title)
 Ronald C. Dillon

By: Donald A. Lounsbury Credit Manager
 (Title)
 Donald A. Lounsbury

(Type or print name of signer)

(Type or print name of signer)

By: _____ (Title)

Return to:

Chesapeake Industrial Leasing Co., Inc.
9506 Harford Road
Baltimore, MD 21234

(Type or print name of signer)

STATE OF MARYLAND

286083

FINANCING STATEMENT

FORM UCC-1

579

290

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~XXXXXXX~~ LESSEE

Name FRIENDLY ICE CREAM CORPORATION

Address 1673 CROFTON CT., CROFTON, MD 21113

2. ~~XXXXXXXXXXXXXXX~~ LESSOR

Name Coca-Cola Financial Corporation

Address 310 North Avenue

Atlanta, Georgia 30313

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

SEE EXHIBIT A

ACN 0001315358-09010 COUNTY

Name and address of Assignee

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)RECORD FEE 11.00
POSTAGE .50
#408620 C489 R02 T09:32
04/10/92
MARY M. ROSE
AA CO. CIRCUIT COURT(Signature of ~~XXXXXX~~ LESSEE

GEORGE G. ROLLER

Type or Print Above Name on Above Line

(Signature of ~~XXXXXX~~ LESSEE

FRIENDLY ICE CREAM CORPORATION

Type or Print Above Signature on Above Line

(Signature of ~~XXXXXXXXXXXXXXX~~ LESSOR

ALAN S. ROSE

COCA-COLA FINANCIAL CORPORATION

Type or Print Above Signature on Above Line

COCA-COLA USA
DIVISION OF
THE COCA-COLA COMPANY

0001315358-09010

SECURITY AGREEMENT AND NOTE

EXHIBIT A

THE PROPERTY LISTED BELOW ARE ADDED TO THE PROPERTY LISTED IN
SECTION 1 OF THE SECURITY AGREEMENT AND NOTE AND CONSTITUTE PART
OF SAID COLLATERAL

POST MIX DISPENSING EQUIPMENT, FOUNTAIN DRINK DISPENSING, ICE
MAKERS AND ICE STORAGE BINS ON WHICH THE SECURED PARTY HAS
PROVIDED FINANCING FOR THE PURCHASE OR MAINTENANCE OF, AND ALL
ADDITIONS, ATTACHMENTS, ACCESSIONS THERETO AND REPLACEMENTS AND
SUBSTITUTIONS THEREFORE TOGETHER WITH ALL PRODUCTS AND PROCEEDS
THEREOF INCLUDING BUT NOT LIMITED TO INSURANCE PAYABLE BY REASON
OF LOSS OR DAMAGE

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 550

Page No. 56

Dated 12/29/89

Identification No. 279558

1. Debtor(s):

EHM Commons I Limited Partnership
Name or Names - Print or Type

7520 Parkway Drive, Suite 100, Hanover
Address - Street No. City - County

MD 21076
State Zip Code

2. Secured Party:

The Life Insurance Company of Virginia
Name or Names - Print or Type

P.O. Box 27601
Address - Street No. City - County

VA 23261
State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

<input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
<input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<input checked="" type="checkbox"/> D. Other: TERMINATION (Indicate whether amendment, termination, etc.)

RECORD FEE 10.00
POSTAGE .50
#408630 C49 R02 T09:32
04/10/92

MARY M. ROSE
AA CO. CIRCUIT COURT

Dated: 3/30/92

THE LIFE INSURANCE COMPANY OF VIRGINIA
Name of Secured Party

By: Scott N. Charnock

Signature of Secured Party

Asst. Vice President - Scott N. Charnock
Type or Print (Include Title if Company)

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 550 Page No. 62
Identification No. 279559 Dated 12/29/89

1. Debtor(s): EHM Commons I Limited Partnership
Name or Names - Print or Type
7520 Parkway Drive, Suite 100, Hanover MD 21076
Address - Street No. City - County State Zip Code

2. Secured Party: The Life Insurance Company of Virginia
Name or Names - Print or Type
P.O. Box 27601 Richmond VA 23261
Address - Street No. City - County State Zip Code

3. Maturity Date (if any): January 1, 1997

4. Check Applicable Statement:

<input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
<input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<input checked="" type="checkbox"/> D. Other: AMENDMENT (Indicate whether amendment, termination, etc.) Debtor's interest transferred to: SFERS Real Estate Corp. D. 650 California St., #1800 San Francisco, CA 94108

RECORD FEE 10.00
POSTAGE .50
#100640 E-459 R02 T09:33
04/10/92

MARY M. ROSE
AA CO. CIRCUIT COURT

Dated: 3/30/92

Signature of Secured Party

THE LIFE INSURANCE COMPANY OF VIRGINIA
Name of Secured Party
By: Scott A. Charnock

Asst Vice President - Scott A. Charnock
Type or Print (Include Title if Company)

Dated: 3/18/92

SFERS REAL ESTATE CORP. D.
Name of Debtor
By: Scott A. Charnock
Signature of Debtor
Asst Secretary
Type or Print (Include Title if Company)

STATE OF MARYLAND
EXEMPT FROM TAXES (K) UNIFORM COMMERCIAL CODE BOOK 4 CONDITIONAL SALES CONTRACT
FINANCING STATEMENT FORM USED BOOK 579 PAGE 294 Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 03/24/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ROBERT F. LESPERANCE
Address 1631 STINNETT RD, HUNTINGTOWN, MD 20639

2. SECURED PARTY

Name NORWEST FINANCIAL
Address 6710 RITCHIE HWY SUITE E GLEN BURNIE MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 04/92
4. This financing statement covers the following types (or items) of property: (list)

SUMTER
BEDROOM
CHERRY

CHIFFONIER
NITE CHESTS
DR. CHEST W/OU MIRROR
TRIPLE MIRROR
DOOR DRESSED
VICTORIA BED 4/6
WATER BED RAIL UNIT 4/6

RECORD FEE 11.00
POSTAGE .50
#408650 C489 R02 T09:34
04/10/92
MARY M. ROSE
AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
☐ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

Robert F. Lesperance
(Signature of Debtor)

ROBERT F. LESPERANCE
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Arthur S. Monroe Jr.
(Signature of Secured Party)

ARTHUR S. MONROE JR.
Type or Print Above Signature on Above Line

STATE OF MARYLAND
FINANCING STATEMENT FORM BOOK 579 PAGE 295

Anne Orrendell
Identifying File No. 286085

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-
tion tax indicate amount of taxable debt here. \$ 2000.00

If this statement is to be recorded
in land records check here. ☐

This financing statement Dated 4-2-92 is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name HOLITZKE, LEA H.
Address 10 E HEARTHSTONE CT ANNAPOLIS, MD.

2. SECURED PARTY

Name NORWEST FINANCIAL-749
Address 2 BUSINESS PARK DRIVE, SUITE 102
WALDORF, MARYLAND 20601

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1 TABLE
1 CHINA
4- CHAIRS
1- SOFA
1- LOVE SEAT
DRESSER, MIRROR, CHEST, N/STAND, HBB.

RECORD FEE 11.00
POSTAGE .50
#408660 C489 R02 T09:34
04/10/92
MARY H. ROSE
AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Lea Holitzke
(Signature of Debtor)

LEA HOLITZKE
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Acct # 65831527

Marianne Smith
(Signature of Secured Party)

Type or Print Above Signature on Above Line

BOOK 579 PAGE 296

286086

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) W. W. Adcock, Inc. 305 Najoles Road Millersville, MD 21108	2. Secured Party(ies) and address(es) Cheltenham Bank 50 Huntingdon Pike Rockledge, PA 19111	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 STAGE .50 #409210 C489 R02 T14:17 04/10/92 MARY M. ROSE AA CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property: Accounts Receivable, inventory, equipment & machinery more fully described in attached Exhibit "A"		5. Assignee(s) of Secured Party and Address(es)
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		Filed with: Anne Arundel County
Check <input checked="" type="checkbox"/> if covered: <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
W. W. Adcock, Inc. By: <u>[Signature]</u> Signature(s) of Debtor(s)		Cheltenham Bank By: <u>[Signature]</u> Signature(s) of Secured Party(ies)
(1) Filing Officer Copy-Alphabetical		(For Use in Most States)

STANDARD FORM - FORM UCC-1.

W. W. ADCOCK, INC.

EXHIBIT "A"

"All present and future accounts, retainages, contract rights, chattel paper, and general intangibles (as such terms are defined under the Uniform Commercial Code), whether now owned or hereafter acquired by the Debtor, and the Debtor's interest in the goods represented thereby or described in copies of invoices delivered to the Secured Party: All returned, reclaimed or repossessed goods with respect thereto; all rights and remedies of the Debtor under or in connection with such collateral; and proceeds thereof."

"All present and future inventory (as this term is defined in the Uniform Commercial Code), wherever located, in which Debtor now has or may hereafter acquire an interest; and all proceeds (including, but not limited to, proceeds of any policy of insurance thereon) and products thereof."

"All machinery, equipment, furniture and fixtures (as these terms are defined in the Uniform Commercial Code) in which Debtor now has or may hereafter acquire an interest for use in Debtor's business as now and hereafter conducted, and all increases, parts, fittings, accessories, special tools and replacements of all or any part of the foregoing, together with proceeds thereof, including proceeds of any policy of insurance thereon."

286087

BOOK 579 PAGE 298

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3 Maturity date (if any)	
1 Debtor(s) (Last Name First) and address(es) Miller, D.D.S., Paul R. 238 Harundale Mall Glen Burnie, MD 21061	2 Secured Party(ies) and address(es) LUXAR Corporation 11816 North Creek Parkway Bothell, WA 98011-8205
For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #409220 C489 R02 T14:18 04/10/92 MARY M. ROSE AA CO. CIRCUIT COURT	
4 This financing statement covers the following types (or items) of property: 1 IX-20D CO2 Dental Laser System SIN 505060-10	
5 Assignee(s) of Secured Party and Address(es) Security Pacific Healthcare Professional Funding 250-A West Arrow Highway San Dimas, CA 91773	
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state <input checked="" type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected <input checked="" type="checkbox"/> if covered <input type="checkbox"/> Proceeds of Collateral are also covered <input type="checkbox"/> Products of Collateral are also covered No. of additional Sheets presented	
Filed with: CO REC	
By: <u>Paul R. Miller, D.D.S.</u> Signature(s) of Debtor(s)	By: <u>LUXAR Corporation</u> Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

1100

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name COUNTRY SUNSHINE LAWN SERVICE

Address 2744 S. HAVEN RD ANNAPOLIS, MD 21401

2. SECURED PARTY

Name SUBURBAN TURF EQUIPMENT

Address 1300 SUBURBAN WAY CROWNSVILLE, MD 21032

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Grasshopper GH725 Mower SN 327059

Grasshopper GH9252 Deck SN 325262

Name and address of Assignee

Agricredit Acceptance Corporation
P.O. Box 10357
Des Moines, Iowa 50306-0357

Anne Arnold 40-9200172
CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

not subject to recording tax. Lease 7 years or less exempt from tax.

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Julian Burch Beard President
(Signature of Debtor)

Country Sunshine Lawn Service
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Daniel Phelps
(Signature of Secured Party)

Suburban Turf Equipment
Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement dated 4/8/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name KRAMER CONTRACTING CO., INC.
Address 1627 CONCORDIA DRIVE PASADENA MD 21222

2. SECURED PARTY

Name Security Ford New Holland, Inc.
Address 3828 Washington Blvd.
Baltimore, MD 21227

RECORD FEE 11.00
POSTAGE .50
#409240 C489 R02 T14:20
04/10/92
MARY M. ROSE
AA CO. CIRCUIT COURT

3. Assignee of Secured Party Ford New Holland Credit Co.
Address P.O. Box 36387

Richmond, VA 23235

Person And Address To Whom Statement Is To Be Returned If Different From Above.

4. Maturity date of obligation (if any) _____

5. This financing statement covers the following types (or items) of property: (list):

FORD 1920 DIESEL TRACTOR SN 4P30289
BRADCO Model 315 Front End Loader SN 3P147
BRADCO Model 9HD BACKHOE ATTACHMENT SN CL-1235
LEINBACH 7' Box Scraper
LEINBACH LANDSCAPE RAKE
CUSTOM 4T-500 4TON TRAILER SN T-300

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ Not subject to recordation tax.
(Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Kramer Contracting Co., Inc.

KRAMER CONTRACTING CO., INC.
Kevin Kramer, V.P.
(Signature of Debtor)

Kevin Kramer, V.P.

Type or print above Signature on above line

(Signature of Debtor)

Type or print above Signature on above line

(Signature of Secured Party)

Security Ford New Holland, Inc.

Thomas J. Drescher, President

Type or print above name on above line

STATE OF MARYLAND

BOOK 579 PAGE 301

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 174880 County

RECORDED IN LIBER FOLIO ON 9-7-88 (DATE) 0777

1. DEBTOR

Name Daves Boat Trailer Sales Inc.

Address 432 Crain Hwy. Glen Burnie, MD 21061

2. SECURED PARTY

Name ITT Commercial Finance Corp

Address PO Box 1587

Voorhees, NJ 08043

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00
POSTAGE .50
#409270 C489 R02 T14:23
04/10/92
MARY M. ROSE
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
(Indicate whether amendment, termination, etc.)

Amendment

TO change secured party address to: PO Box 1448
Mt. Laurel, NJ 08054

Daves Boat Trailer Sales Inc.

By: Kete Counard

"Duly Authorized Attorney-In-Fact"

Dated 3-4-92

(Signature of Secured Party)

KETE H. COUNARD
Type or Print Above Name on Above Line

286050

TO BE FILED WITH ANNE ARUNDEL COUNTY FINANCING STATEMENT RECORDS
RECORDATION TAX (IF DUE) PAID TO
ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF DEED OF TRUST

570 302

FINANCING STATEMENT

1. Name & Address of Debtor: EARLE D. MYERS and DOROTHY P. MYERS
291 Halsey Road
Annapolis, MD 21401
2. Name & Address of Secured Party: BANK OF ANNAPOLIS
1900 Fairfax Road
Annapolis, MD 21401

3. This Financing Statement is intended to grant and perfect a security interest in the following types (or items) of property:

(a) All of the following property, located on or about the real property described in Exhibit "A", attached hereto and made a part hereof by reference (the "Property"):

All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in or upon any interest or estate in land in the Property or any part thereof unused or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by Debtors, including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.

14.00

.50

253710 0263 R01 111:43

TOGETHER with all the right, title and interest (but not the obligations) of Debtor, present and future, in and to all present and future accounts, leases, contract rights, general intangibles, chattel paper, documents, notes and instruments, including, but not limited to licenses, construction contracts, service contracts, utility contracts, options, permits, public work agreements, bonds, deposits and payments thereunder, relating or appertaining to the aforesaid Property, and its development, occupancy and use.

04/10/92

WARY & ROSE

33 CO. CIRCUIT COURT

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland or, if so subject, the applicable tax has been paid upon recordation of the Deed of Trust securing the indebtedness additionally secured hereby.

Debtor:

Secured Party:

BOOK 579 PAGE 303

Earle D. Myers (SEAL)
EARLE D. MYERS

BANK OF ANNAPOLIS
By: Steven G. Tyler (SEAL)

Dorothy P. Myers (SEAL)
DOROTHY P. MYERS

Please return after recordation to:

Steven G. Tyler
Hyatt & Peters
1919 West Street
Annapolis, MD 21401

myers.fs2 b005.217

EXHIBIT "A" - LEGAL DESCRIPTION

ALL that lot or parcel of ground situate, lying and being in the Sixth Assessment District, Anne Arundel County, State of Maryland, and more particularly described as follows: BOOK 579 PAGE 304

BEING KNOWN AND DESIGNATED as Unit No. 31, in Dutch Glen Condominium, as the same was established by a Condominium Declaration and Exhibits thereto dated and recorded on December 21, 1981, among the Land Records of Anne Arundel County in Liber WGL 3462, folio et seq., and as shown on the Plats recorded among the Plat Records of Anne Arundel County in Condominium Plat Book E-20, folios 34 through 43, and numbered as Plats E-984 to E-993, inclusive. The improvements thereon being known as No. 413 Harwood Place, Annapolis.

TOGETHER with a 1.3964 percent interest in the common elements of said Condominium, and the rights, ways and easements appurtenant thereto, all as set out in said Condominium Declaration and Exhibit recorded as aforesaid.

BEING the same property which by deed dated May 27, 1983, and recorded among the Land Records of Anne Arundel County in Liber 3592, folio 745, was granted and conveyed by TRAFALGAR INVESTMENTS, INC., unto PATRICK M. GREEN.

BEING also the same property which by deed dated March 28, 1991 and recorded among the Land Records of Anne Arundel County in Liber M.M.R. No. 5285, folio 664, was granted and conveyed by PATRICK M. GREEN unto EARLE D. MYERS and DOROTHY P. MYERS, GRANTORS herein.

TO BE FILED WITH ANNE ARUNDEL COUNTY FINANCING STATEMENT RECORDS
RECORDATION TAX (IF DUE) PAID TO
ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF DEED OF TRUST

286092 BOOK 579 PAGE 305

FINANCING STATEMENT

1. Name & Address of Debtor: RICHARD L. HOWARD and ELIZABETH L. HOWARD
1429 Oak Bluff Road
Edgewater, MD 21037
2. Name & Address of Secured Party: BANK OF ANNAPOLIS
1900 Fairfax Road
Annapolis, MD 21401

3. This Financing Statement is intended to grant and perfect a security interest in the following types (or items) of property:

(a) All of the following property, located on or about the real property described in Exhibit "A", attached hereto and made a part hereof by reference (the "Property"):

All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in or upon any interest or estate in land in the Property or any part thereof unused or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by Debtors, including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.

14.00

.50

4357670 0263 R01 T11:41

TOGETHER with all the right, title and interest (but not the obligations) of Debtor, present and future, in and to all present and future accounts, leases, contract rights, general intangibles, chattel paper, documents, notes and instruments, including, but not limited to licenses, construction contracts, service contracts, utility contracts, options, permits, public work agreements, bonds, deposits and payments thereunder, relating or appertaining to the aforesaid Property, and its development, occupancy and use.

04/10/92

ROSE

ANNE ARUNDEL COUNTY

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland or, if so subject, the applicable tax has been paid upon recordation of the Deed of Trust securing the indebtedness additionally secured hereby.

Debtor:

Richard L. Howard (SEAL)
RICHARD L. HOWARD

Elizabeth L. Howard (SEAL)
ELIZABETH L. HOWARD

Secured Party:

BOOK 579 PAGE 306

BANK OF ANNAPOLIS

By: Steven G. Tyler (SEAL)

Please return after recordation to:

Steven G. Tyler
Hyatt & Peters
1919 West Street
Annapolis, MD 21401

EXHIBIT "A" - LEGAL DESCRIPTION

BOOK 579 PAGE 307

ALL that parcel of land, situate, lying and being in the First Assessment District of Anne Arundel County, State of Maryland, and being more particularly described as follows:

BEING KNOWN AND DESIGNATED as the east half of Lot Number Twenty-Five (25), as set forth on the Plat of OAK BLUFF, recorded among the Land Records of Anne Arundel County, Maryland in Plat Book W.M.B. 1, folio 1, now recorded in Plat Cabinet 1, Rod A, Plat 1.

BEING the same property which by deed dated October 1, 1986 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4223, folio 791, was granted and conveyed by CHARLES E. GREELEY and ELINORE T. GREELEY unto RICHARD L. HOWARD and ELIZABETH L. HOWARD, and in part.

EXEMPT FROM TAXES (K) STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 286091
UNIFORM COMMERCIAL CODE 1208 K-4 CONDITIONAL SALES CONTRACT
Identifying File No. 573-308

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 03/21/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name EDWARD S. and PHYLLIS A. CYBERT

Address 787 ELMHURST RD. SEVERN, MD 21144

2. SECURED PARTY

Name NORWEST FINANCIAL

Address 6710 RITCHIE HWY SUITE E

Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 04/21/92

4. This financing statement covers the following types (or items) of property: (list)

BROYHILL { SOFA
WING CHAIRS

RECORD FEE 12.00

POSTAGE .50

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

04/10/92

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

MARY M. ROSE

MD CO. CIRCUIT COURT

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

12
5 x Edward S. Cybert
(Signature of Debtor)

EDWARD S. CYBERT
Type or Print Above Name on Above Line

x Phyllis A. Cybert
(Signature of Debtor)

PHYLLIS A. CYBERT
Type or Print Above Signature on Above Line

Laura D. Tourville
(Signature of Secured Party)

LAURA D. TOURVILLE
Type or Print Above Signature on Above Line

STATE OF MARYLAND
EXEMPT FROM TAXES (K) UNIFORM COMMERCIAL CODE 1208 K-4 CONDITIONAL SALES CONTRACT
FINANCING STATEMENT FORM UCC-1 Identifying File No. 579 PAGE 309

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 04/01/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TIMOTHY A. DAILEY + TERESA DAILEY 286093
Address 1420 AMPHIBIAN DR, PASADENA, MD 21122

2. SECURED PARTY

Name NORWEST FINANCIAL
Address 6710 RITCHIE HWY, SUITE E
Glen Burnie, MD 21061
RECORD FEE 12.00
Person And Address To Whom Statement Is To Be Returned If Different From ABOVE .50

3. Maturity date of obligation (if any) 05/96
M353360 0263 R01 111:19

4. This financing statement covers the following types (or items) of property: (list)

KELLER
OAK
BEDROOM

TRI VIEW MIRROR
SPINDLE BED
CHESTON CHEST
TRIPLE DRESSER
NIGHT STANDS
POST AWARD FLOTATION QUEEN SET
WATER BED FRAME 5/0

MARY H. ROSE
AA CO. CIRCUIT COURT
04/10/92

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

135
X [Signature]
(Signature of Debtor)

TIMOTHY A. DAILEY
Type or Print Above Name on Above Line

X Kathleen Teresa Dailey
(Signature of Debtor)

TERESA DAILEY
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)
LAURA D. TOURVILLE
Type or Print Above Signature on Above Line

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
Finlay Fine Jewelry
Corporation
521 Fifth Avenue
New York, New York 10175

2. Secured Party(ies) and address(es)
Clyde Duneier, Inc.
1212 Ave. of the Americas
New York, New York 10036

3. Maturity date (if any):
For Filing Officer (Date, Time,
Number, and Filing Office)

RECORD FEE 13.00

POSTAGE .50

#753350 0263 RD1 111:14

4. This financing statement covers the following types (or items) of property:

See "Annex A"

"Consignment Filing"

286044

BOOK 579 PAGE 310

5. Assignee(s) of Secured Party and
Address(es) 04/10/92

MARY M. ROSE

AA CO. CIRCUIT COURT

Recordation tax does not apply.
No security interest - consignment only.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Anne Arundel County, MD

6803-6

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

FINLAY FINE JEWELRY CORPORATION

Bonni G. Davis, VP

CLYDE DUNEIER, INC.

Dana Duneier, VP

By:

Signature(s) of Debtor(s)

Title

By:

Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

This financing statement is filed as a memorandum of a consignment transaction under the terms of a certain Consignment Agreement dated as of February 28, 1992, as amended from time to time, by and between Clyde Duneier, Inc., as consignor and Finlay Fine Jewelry Corporation, as consignee, for consignment of merchandise between consignor and consignee, covering certain goods, including but not limited to, certain rings, bracelets, pendants, earrings and necklaces mounted in 14 and 18 karat gold with precious and semi precious stones, which may heretofore, now or hereafter be consigned or delivered by consignor to consignee, to or for the account of consignee. This financing statement also covers all future merchandise which may be consigned by consignor to consignee.

Title to the consignment merchandise shall be and remain in secured party/consignor pursuant to the terms of the aforesaid consignment agreement and the interest of the secured party/consignor in and to the consigned merchandise shall be superior to all other interests claimed therein.

The consignment interest of the undersigned shall be binding upon the above named consignee at any and all present and future addresses, business location and concessions.

MARYLAND

Lord & Taylor
White Flint Mall - Dept. 250
11311 Rockville Pike
Kensington, MD 20895

Leggett
Francis Scott Key Mall
5500 Buckeystown Pike
Frederick, MD 21701

Hecht Co.
Baltimore Pike
Bel Air, MD 21014

Hecht Co.
813 Dulaney Valley Road
Towson, MD 21204

Hecht Co.
White Marsh
8200 Perry Mall Blvd.
Baltimore, MD 21236

Hecht Co.
Marley Station
7880 S. Ritchie Highway
Glen Burnie, MD 21061

Hecht Co.
10300 Red Run Blvd.
Owings Mills, MD 21117

Hecht Co.
Salisbury
2304 North Salisbury Blvd.
Salisbury, MD 21801

Hecht Co.
Golden Ring Mall
6400 Rossville Boulevard
Baltimore, MD 21237

Hecht Co.
Security Mall
6901 Security Boulevard
Baltimore, MD 21207

Hecht Co.
Lake Forest Mall
701 Russell Avenue
Gaithersburg, MD 20877

BOOK 579 PAGE 312
Hecht Co.
135 Annapolis Mall
Annapolis, MD 21401

Hecht Co.
Laurel Center
14828 Baltimore/Washington B.
Laurel, MD 20707

Hecht Co.
St. Charles
Route 5
Waldorf, MD 20602

Hecht Co.
Prince Georges Plaza
3500 East-West Highway
Hyattsville, MD 20782

Hecht Co.
Marlow Heights Shopping Ctr.
4101 Branch Avenue
Marlow Heights, MD 20748

Hecht Co.
Montgomery Mall
7125 Democracy Blvd.
Bethesda, MD 20817

Hecht Co.
Landover Mall Shopping Ctr.
2203 Brightseat Road
Landover, MD 20785

Hecht Co.
Wheaton
11160 Veirs Mill Road
Wheaton, MD 20902

Hecht Co.
Columbia Mall
10300 Little Patuxent Parkway
Columbia, MD 21044

The Bon-Ton Dept. 983
23 Valley Mall
Halfway Boulevard
Hagerstown, MD 21740

The Bon-Ton Dept. 983
Fredericktowne Mall
Frederick, MD 21701

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es)
Finlay Fine Jewelry
Corporation
521 Fifth Avenue
New York, NY 10175

2 Secured Party(ies) and address(es)
Candela Jewelry Inc.
15 West 37th Street
New York, NY 10018

3. Maturity date (if any):
For Filing Officer (Date, Time,
Number, and Filing Office)

BOOK 579 PAGE 313
RECORD FEE 11.00
POSTAGE .50

4 This financing statement covers the following types (or items) of property:

All Jewelry merchandise, 14Kt. gold or otherwise,
trademarked with the symbol "0" or "CJI", now or
hereafter consigned by memorandum to consignee
by Consignor or held at Consignee's premises,
outlets or premises of third parties. Debtor
shall have no right to encumber the property
which is owned by Secured Creditor.

5. Assignee(s) of Secured Party and
Address(es)

04/10/92

MARY M. ROSE

AA CO. CIRCUIT COURT

Recordation tax does not apply
NO SECURITY INTEREST- Consignment Only

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected.

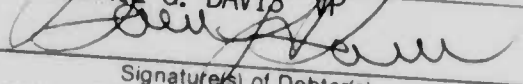
Filed with:

ANNE ARUNDEL, MD

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Finlay Fine Jewelry Corporation

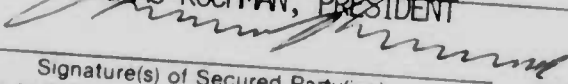
BONNIE G. DAVIS VP

By: 
Signature(s) of Debtor(s)

VP
Title

Candela Jewelry Inc.

THOMAS KOCHMAN, PRESIDENT

By: 
Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

MARYLAND

BOOK 579 PAGE 314

Lord & Taylor
White Flint Mall - Dept. 250
11311 Rockville Pike
Kensington, MD 20895

Leggett
Francis Scott Key Mall
5500 Buckeystown Pike
Frederick, MD 21701

Hecht Co.
Baltimore Pike
Bel Air, MD 21014

Hecht Co.
813 Dulaney Valley Road
Towson, MD 21204

Recordation tax does not apply
NO SECURITY INTEREST- Consignment Only

Hecht Co.
White Marsh
8200 Perry Mall Blvd.
Baltimore, MD 21236

Hecht Co.
Marley Station
~~7880 S. Ritchie Highway~~
Glen Burnie, MD 21061

Hecht Co.
10300 Red Run Blvd.
Owings Mills, MD 21117

Hecht Co.
Salisbury
2304 North Salisbury Blvd.
Salisbury, MD 21801

Hecht Co.
Golden Ring Mall
6400 Rossville Boulevard
Baltimore, MD 21237

Hecht Co.
Security Mall
6901 Security Boulevard
Baltimore, MD 21207

Hecht Co.
Lake Forest Mall
701 Russell Avenue
Gaithersburg, MD 20877

Hecht Co.
135 Annapolis Mall
Annapolis, MD 21401

Hecht Co.
Laurel Center
14828 Baltimore/Washington B.
Laurel, MD 20707

Hecht Co.
St. Charles
Route 5
Waldorf, MD 20602

Hecht Co.
Prince Georges Plaza
3500 East-West Highway
Hyattsville, MD 20782

Hecht Co.
Marlow Heights Shopping Ctr.
4101 Branch Avenue
Marlow Heights, MD 20748

Hecht Co.
Montgomery Mall
~~7125 Democracy Blvd.~~
Bethesda, MD 20817

Hecht Co.
Landover Mall Shopping Ctr.
2203 Brightseat Road
Landover, MD 20785

Hecht Co.
Wheaton
11160 Veirs Mill Road
Wheaton, MD 20902

Hecht Co.
Columbia Mall
10300 Little Patuxent Parkway
Columbia, MD 21044

The Bon-Ton Dept. 983
23 Valley Mall
Halfway Boulevard
Hagerstown, MD 21740

The Bon-Ton Dept. 983
Fredericktowne Mall
Frederick, MD 21701

286096

FINANCING STATEMENT

BOOK 579 PAGE 315

THIS FINANCING STATEMENT is presented to a Filing Officer pursuant to the Uniform Commercial Code.

1. Borrower and Address:

James K. Reece
1253 Cherry Tree Lane
Annapolis, Maryland 21401

2. Secured Party and Address:

Greater Metropolitan Title
Company, Inc.
221 Duke of Gloucester Street
Annapolis, Maryland 21401

3. This Financing Statement covers and Debtor hereby grants to the Secured Party a security interest and all of the rights of a secured creditor under the Uniform Commercial Code in the following types of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. All of Borrower's bank accounts at Farmers National Bank, including, but not limited to, that certain retirement account number 9500007028 at Farmers National Bank; and all proceeds and products thereof in any form whatsoever.

B. All of Borrower's present and future accounts receivable, bank accounts, contract rights, rents, leases, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Borrower, and the books and records relating to, and the proceeds and products of the foregoing in any form whatsoever.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. Principal amount of debt initially incurred is \$20,000.00.

RECORD FEE 11.00
RECORD TAX 140.00
POSTAGE .50

6. Recordation tax of \$140.00 is paid herewith.

H409740 C489 R02 T15103
04/10/92

BORROWER:

SECURED PARTY:

GREATER METROPOLITAN TITLE
COMPANY, INC.

MARY M. ROSE

James K. Reece
James K. Reece

By: Daniel J. Mellin
Daniel J. Mellin, Vice President
221 Duke of Gloucester Street
Annapolis, Maryland 21401

2/25, 1992
Date Signed by Borrower

1100
140.00

286047

BOOK

579

PAGE 316

FINANCING STATEMENT

- ☒ To be recorded among the Land Records of Anne Arundel County, Maryland.
- ☒ To be recorded among the Financing Statement Records of Anne Arundel County, Maryland.
- ☒ To be recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- ☒ Recordation Tax has been paid on the amount of \$315,000.00 with the filing of Articles of Sale and Transfer with the State Department of Assessments and Taxation; and Recordation Tax has been paid on an additional amount of \$85,000.00 among the Land Records of Anne Arundel County, Maryland in connection with the filing of the Deed of Trust described below (\$315,000.00 Purchase Money - \$85,000.00 Additional Money - total \$400,000.00)
- ☐ Not subject to recordation tax.

DEBTOR:

ADDRESS:

HERRINGTON PARTNERSHIP,
a Maryland general partnership

P.O. Box 40
Tracey's Landing, Maryland 20779

RECORD FEE 21.00

POSTAGE .50

#354000 C263 R01 T144B

04/10/92

SECURED PARTY:

ADDRESS:

Farmers National Bank
of Maryland

Five Church Circle
Annapolis, Maryland 21401

MARY M. ROSE

AA CO. CIRCUIT COURT

This Financing Statement covers the following property and all cash and/or non-cash proceeds and products thereof, and proceeds of all insurance policies covering all or any part of such property:

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Debtor's obligations thereunder), and

-1-

Borrower's Initials

LAW OFFICES
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404
(410) 263-8855

FN001.965

of the Property, sewer and water taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Purchase Money Deed of Trust, Assignment and Security Agreement dated April 8th, 1992 (the "Deed of Trust") executed by the Debtor for the benefit of Ross J. Selby and William A. Walker, II, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of Trust), to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

LAW OFFICES
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(410) 263-8855

This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

DEBTOR:
HERRINGTON PARTNERSHIP, a
Maryland general partnership

E. Stuart Chaney
By: E. Stuart Chaney, Managing
Partner

SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND,
a national banking organization

By: *Luan D. Oaker* (SEAL)
V. President
Title:

Mr. Clerk Return to: Snider, Buck & Migdal
Attn: Pat Weiss
P.O. Box 2400
Annapolis, Maryland 21404

LAW OFFICES
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(410) 263-8855

EXHIBIT "A"

BEGINNING for the same at a pipe found on the south side of Deale to Nutwell State Road (Maryland Route 256); said pipe being at the beginning of the fourth or last line of Part One in the conveyance from John B. Wright, Trustee, to William Bowie Smith, Jr. and Doris, his wife, by deed dated April 23, 1963, recorded among the Land Records of Anne Arundel County, Maryland, in Liber LNP 1650, folio 485; THENCE running from said beginning point so fixed and with the south side of said State Road, N. 84 deg 45 min. E. 265.35 feet to a pipe set on the shoreline of Tracy's Creek; THENCE with the shoreline of Tracy's Creek, as referred to in the above mentioned Part One, S. 23 deg. 34 min. W. 81.73 feet to a point; said point being the same beginning point as described in Part Two and the beginning of the second line in Part Three of said conveyance from Wright to Smith; THENCE still with the shoreline of Tracy's Creek, as referred to in Part Two of said conveyance, S. 17 deg. 50 min. W. 150.00 feet to a point; THENCE leaving Tracy's Creek and running with the second line of said Part Two S. 84 deg. 27 min. W. 238.66 feet to a pipe found at the end of said second line and at the beginning of the third line of Part Three in said conveyance from Wright to Smith; THENCE with said third line, N. 20 deg. 14 min. E. 152.45 feet to a pipe set at the end of said third line and at the beginning of the third line of Part One in said conveyance from Wright to Smith; THENCE with third line of said Part One, N. 05 deg. 15 min. W. 71.75 feet the place of beginning. CONTAINING 1.13 acres, more or less, as surveyed by J.R. McCrone, Jr., Inc. Registered Land Engineers and Land Surveyors, October 1969 as described in December 1969.

SAVING AND EXCEPTING THEREFROM all that strip of land and described as follows:

BEGINNING for the same at a point on the south side of Deale Road, (Md, Route 256), said point of beginning being in the first line of that conveyance from William Bowie Smith, Jr. and Doris D. Smith to Tommy's Inc. by deed dated February 13, 1970, recorded among the Land Records of Anne Arundel County, Maryland, in Liber MSH 2330,

folio 848, and distant N. 77 deg. 26 min. 41 sec. E. 66.10 feet from the beginning of said line; thence from the point of beginning so fixed and with the first line of the aforementioned conveyance and the south side of Deale Road with bearings referred to the Maryland State Grid Meridian N. 77 deg. 26 min. 41 sec. E. 199.25 feet to a point on the shoreline of Tracy's Creek which marks the beginning of the second line of the abovementioned conveyance from Smiths to Tommy's, Inc.; THENCE with the second line S. 16 deg. 15 min. 41 sec. W. 18.66 feet to a point on the newly established right of way line of Deale Road; thence with said right of way line the following three courses and distances to the point of beginning, S. 77 deg. 33 min. 01 sec. W. 66.67 feet, S. 88 deg. 06 min. 30 sec. W. 58.01 feet, and S 81 deg. 50 min. 20 sec. W. 64.81 feet to the point of beginning. CONTAINING 0.045 acres of land, more or less. All as shown on plat prepared by the Department of Public Works of Anne Arundel County, Maryland.

BEING the same property which by Articles of Sale and Transfer of even date hereof, to be recorded at the State Department of Assessments and Taxation, and Confirmatory Deed of even date herewith, to be recorded among the Land Records of Anne Arundel County, was conveyed by Tanous Corporation, Inc., a body corporate of the State of Maryland unto Herrington Partnership, a Maryland general partnership.

MARYLAND FINANCING STATEMENT

286048

(xx) Not Subject to Recordation Tax (C/S/C) Under the terms of Paragraph 4 of Tax-Property Article #12-108K
This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE: Kop-Flex, Inc.

(Name or Names)

Harmans Road, Harmans, Maryland 21077

(Address)

LESSEE:

(Name or Names)

(Address)

2. LESSOR: MCCALL HANDLING CO.3900 VERO ROAD, BALTIMORE, MARYLAND 21227

3. ASSIGNEE (if any)

of LESSOR: HYSTER CREDIT COMPANY.111 S.W. FIFTH, SUITE 2700, PORTLAND, OREGON 97204

4. This financing Statement covers the following types (or items) of property

(1) Hyster Model H135XL
Serial No. F006A01646G

RECORD FEE 11.00
POSTAGE .50

#357810 0263 R01 T14:38

04/10/92

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ~~xx~~ xx NOSE
Products of Collateral are also covered Yes () No (xx)

AA CO. CIRCUIT COURT

6. Secured party is the seller of the equipment.

LESSEE

LESSOR

Kop-Flex, Inc.MCCALL HANDLING CO.

By:

Exec. V.P. & CFO

By:

James E. Stevenson, Jr. (Title)

(Title)

A.B. Boggs, Jr. V.P. Finance

(Type or print name of person signing) (Type or print name of person signing)

By:

(Title)

(Type or print name of person signing)

Return to: MCCALL HANDLING CO.
3900 VERO ROAD
BALTIMORE, MARYLAND 21227

286049

BOOK 573 PAGE 322



03/30/92 D78 DCBARNES 8-896-4114 11.50 ANNE ARUNDEL		3. Maturity date (if any):
This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code		
1. Debtor(s) (Last Name First) and address(es) CHRYSLER CORP INSTALLED AT: TATE DODGE 7139 N RITCHIE HWY GLEN BURNIE, MD 21061-2909	2. Secured Party(ies) and address(es) IBM CREDIT CORPORATION DEPT. C4D MS 7 290 HARBOR DRIVE STAMFORD, CT 06904	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: IBM EQUIPMENT (INCLUDING ALL ADDITIONS, ACCESSIONS AND UPGRADES) REFERENCED ON IBM SUP #141187 DATED 02/21/92 QTY-TYPE QTY-TYPE QTY-TYPE QTY-TYPE QTY-TYPE QTY-TYPE 001-7785 001-4072 - - - - - RECORDATION TAX NOT REQUIRED SELLER RETAINING EQUIPMENT FOR PRICE		5. Assignee(s) of Secured Party and Address(es) MARY H. ROSE AA CO. CIRCUIT COURT

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state
☐ which is proceeds of the original collateral described above in which a security interest was perfected

Check ☒ if covered: ☒ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:	CHRYSLER CORP	IBM CREDIT CORPORATION
ATTORNEY IN FACT		
By: R. MURPHY		M. HIGGS
	Signature(s) of Debtor(s)	Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM 1 FORM UCC-1.

LOG NUMBER: U2090154004

Return To
National Code Corporation
225 W. 34th Street
New York, N.Y. 10122
(800) 221-0102 (212) 947-7200

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

No. of
Sheet

1. Debtor(s) (Last Name First) and Address(es):

Fisher Camuto Retail Corp.
9 West Broad Street
Stamford, CT 06902

2. Secured Party(ies) Name(s):
NatWest USA Credit Co
175 Water Street
New York, NY 10038



5. This statement refers to original Financing Statement No. 671650 278598 Liber 546 9/18/89 with Anne Arudel County, MD
Folio 108-110

6. ☐ A. Continuation The original Financing Statement bearing the above file number is still effective.
☐ B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
☐ C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
☐ D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.
☒ E. Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)
The Debtor name is hereby amended to read NINE WEST GROUP INC.
Debtor name was previously changed to Fisher Camuto Group Inc. and thereafter to Nine West Group Inc.

☐ This statement is to be indexed in the Real Estate Records

Section

Block

Nine West Group Inc.

By

(Signature(s) of Debtor(s) (only on amendment))

(1) Filing Officer Copy-Numerical

NatWest USA Credit Corp.

By

(Signature(s) of Secured Party(ies))

(5/82)

STANDARD FORM - FORM UCC-3 - Approved by the Secretary of State of New York.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 578-324
BOOK PAGE

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐This financing statement Dated 3/6/92 does not create a Sec/Interest Agreement
Uniform Commercial Code. is presented to a filing officer for filing pursuant to the

1. DEBTOR

Name NORMAN T. CULLY EXC. CONSTRUCTION, INC.

Address 811 Best Gate Rd., Annapolis, MD 21401

2. SECURED PARTY

Name FURNIVAL/STATE MACHINERY COMPANY

Address 1400 Joh Avenue, Baltimore, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One (1) Muller TC18
Compactor
SN: 11500147

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50

#113590 C191 R03 111:47

04/10/92

CHECK ☒ THE LINES WHICH APPLY

(anne arundel) M. ROSE

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

N/A

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

N/A

☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Norman T. Cully Exc. Construction, Inc.

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Furnival/State Machinery Company

(Signature of Secured Party)

Type or Print Above Signature on Above Line

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 286101

BOOK 579 PAGE 325
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 3/16/92
Uniform Commercial Code.

does not create a Sec/Interest Agreement
is presented to a filing officer for filing pursuant to the

1. DEBTOR

Name PATUXENT MATERIALS
Address 2111 Baldwin Ave, Crofton, MD 21114

2. SECURED PARTY

Name FURNIVAL/STATE MACHINERY COMPANY
Address 1400 Joh Avenue, Baltimore, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One Komatsu D37P-2
Swamp Dozer
SN: A1687

Name and address of Assignee

REFUND 11.00
POSTAGE .50

#11350 C1P1 R03 T11:49

04/10/92

MARY H. ROSE

AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

N/A

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

N/A

- ☐ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

PATUXENT MATERIALS

Francis E. Gardiner, Jr. VP
(Signature of Debtor)

FRANCIS E. GARDINER, JR. VP
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

FURNIVAL/STATE MACHINERY COMPANY

K. Neal VP Sales
(Signature of Secured Party)

Ray Neal
Type or Print Above Signature on Above Line

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 286102

BOOK 579 PAGE 326
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 3/16/92 does not create a Sec/Interest Agreement
Uniform Commercial Code. is presented to a filing officer for filing pursuant to the

1. DEBTOR

Name CORMAN CONSTRUCTION

Address 12001 Guilford Rd., Annapolis Junction, MD 20701

2. SECURED PARTY

Name FURNIVAL/STATE MACHINERY COMPANY

Address 1400 Joh Avenue, Baltimore, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One Komatsu D31P-18A
Swamp Dozer
SN: A42739

Name and address of Assignee

RECORD FEE 11.00

POSTAGE .50

W11370 C191 R03 T11:47

04/10/92

MARY M. ROSE

AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

N/A

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

N/A

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

CORMAN CONSTRUCTION

(Signature of Debtor)

Ray Daniels

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

FURNIVAL/STATE MACHINERY COMPANY

(Signature of Secured Party)

Ray Neal

Type or Print Above Signature on Above Line

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531
ID No. _____Page No. 026

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

RECORD FEE 10.00

POSTAGE
#115230 CIVIL NO.3 FILED
04/10/92

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

MARY M. ROSE
MD CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Unit 202 (Building 15) as shown on the Plats entitled "Phase 15, Building 15, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-56, pages 7 through 10, inclusive, at Plats No. E-2957 through E-2960, inclusive.

Dated: 2-11-92

FIRST AMERICAN BANK OF MARYLAND

By: Thomas K. George

FILE IN:

- () SDAT
() Land Records
(X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21060
(220-91)

/ US

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531
ID No. _____Page No. 026

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061
2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

RECORD FEE

10.00

POSTAGE

MIDWEST C191 NO3 71440

04/10/92

MARY M. ROSE

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 104 (Building 8) as shown on the Plats entitled "Phase 8, Building 8, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-48, pages 42 through 46, inclusive, at Plats No. E-2592 through E-2596, inclusive.

Dated: 2/11/92

FIRST AMERICAN BANK OF MARYLAND

By: Thomas R. [Signature]

FILE IN:

- () SDAT
() Land Records
(X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(015-92)

188

BOOK 579 PAGE 329
UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531
ID No. _____

Page No. 026

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061
2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 201, (Building 19) as shown on the Plats entitled "Phase 19, Building 19, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-53, pages 30 through 33, inclusive, at Plats No. E-2830 through E-2833, inclusive.

RECORD FEE 10.00
NOTARY 1.00
04/10/92
MARY N. ROSE

Dated: 2/1/92

FIRST AMERICAN BANK OF MARYLAND

By: Thomas George

FILE IN:

- () SDAT
- () Land Records
- (✓) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(253-91)

158

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531
ID No. _____

Page No. 026

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

TW

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

RECORD FEE 1.00

POSTAGE .50

RECORD FEE 2.00

BEING KNOWN AND DESIGNATED as Unit 204 (Building 14) as shown on the Plats entitled "Phase 14, Building 14, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-56, pages 46 through 49, inclusive, at Plats No. E-2996 through E-2999 inclusive. 115190 C191 R03 F1430 04/10/92 MARY N. POSE CO. CIRCUIT COURT

Dated: 1/29/92

FIRST AMERICAN BANK OF MARYLAND

By: Thomas K. George

FILE IN:

- () SDAT
- () Land Records
- (X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21060
(192-91)

15.5

BOOK 579 PAGE 331

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531
ID No. _____

Page No. 026

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

RECORD FEE 10.00

POSTAGE .50

#115180 C191 R03 F14-30

04/10/92

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

AA CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Unit 203 (Building 14) as shown on the Plats entitled "Phase 14, Building 14, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-56, pages 46 through 49, inclusive, at Plats No. E-2996 through E-2999, inclusive.

Dated: 2/1/92

FIRST AMERICAN BANK OF MARYLAND

By: Thomas K. George

FILE IN:

- () SDAT
() Land Records
(X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21060
(019-92)

1550

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531
ID No. _____Page No. 026

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061
2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 202 (Building 14) as shown on the Plats entitled "Phase 14, Building 14, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-56, pages 46 through 49, inclusive, at Plats No. E-2996 through E-2999, inclusive.

RECORD FEE 10.00
POSTAGE .50Dated: 1/31/92

FIRST AMERICAN BANK OF MARYLAND

#15170 C191 R03 71430
04/10/92By: Thomas K. Gory MARY H. ROSE

FILE IN:

AA CO. CIRCUIT COURT

- () SDAT
() Land Records
(X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21060
(197-91)

1580

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 560
ID No. 281898

Page No. 70

1. Debtor(s) Sturbridge Limited Partnership
Name or Names - Print or Type
900 Ritchie Highway - Suite 201, Severna Park, MD 21146
Address-Street No. City, State Zip

2. Secured Party Provident Bank of Maryland
Name or Names - Print or Type
114 East Lexington Street, Baltimore, MD 21201
Address-Street No. City, State Zip

3. Maturity Date (if any) _____

RECORD FEE 10.00

POSTAGE .50

4. Check Applicable Statement: _____

M115300 C191 R03 T1444

04/16/92

A. Continuation.....☒
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.

B. Partial Release.....☒ M. ROSE
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
*See below.

C. Assignment.....☒
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other.....☐
(Indicate whether amendment, termination, etc.)

BEING KNOWN AND DESIGNATED as Lot 11, as shown on the Plats entitled "Section Three, Sturbridge", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 130, pages 1 through 3, inclusive.

Dated: 2-19-92

Alex J. Guggenheim
Alex J. Guggenheim, Trustee

Please return to:

Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(023-92)

Raymond E. Schlissler
Raymond E. Schlissler, Trustee

10.50

A.A. Co. F/S Records

**UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.**

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

 Roll No. 543
 ID No. 277883
Page No. 238

1. Debtor(s) Saybrooke Development Corporation
Name or Names - Print or Type
900 Ritchie Highway, Severna Park Maryland 21146
Address-Street No. City, State Zip

2. Secured Party Provident Bank of Maryland
Name or Names - Print or Type
114 East Lexington Street, Baltimore Maryland 21202
Address-Street No. City, State Zip

3. Maturity Date (if any) _____

RECORD FEE 10.00

4. Check Applicable Statement: _____

POSTAGE .50

#115310 C191 R03 F14445

A. Continuation.....☐
 The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.

B. Partial Release.....☒ XXX
 From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
 *See below.

04/10/72

C. Assignment.....☐
 The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other.....☐
 (Indicate whether amendment, termination, etc.)

BEING KNOWN AND DESIGNATED as Lot 38, as shown on the Plats entitled "Saybrooke", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 120, folios 3 through 7, inclusive.

Dated: February 26, 1972

Provident Bank of Maryland

Walter J. Rylands D. P.

Please return to: Northco Title Corporation
 P.O. Box 1330
 Glen Burnie, MD 21061
 (036-92)

1510

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 544
ID No. 278273

Page No. 559

1. Debtor(s) Frank J. Scott, Sr.
Name or Names - Print or Type
305 E. Furnace Branch Road, Glen Burnie, Maryland 21060
Address-Street No. City, State Zip

2. Secured Party Maryland National Bank
Name or Names - Print or Type
10 Light Street - 19th Floor, Baltimore, Maryland 21202
Address-Street No. City, State Zip

3. Maturity Date (if any) RECORD FEE 10.00

4. Check Applicable Statement:

POSTAGE .50

#115320 C191 R03 T14146

A. Continuation.....☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.

B. Partial Release.....☒ 04/10/92
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
*See below.

C. Assignment.....☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other.....☐
(Indicate whether amendment, termination, etc.)

BEING KNOWN AND DESIGNATED as Lot 31-AR, as shown on a Plat entitled "Wicklow Woods, Administrative Lot Line Change - Lots 30-AR & 31-AR", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 137, page 32, as Plat No. 7155.

Dated: March 9, 1992

Please return to:
Northco Title Corporation
P.O. Box 133Q
Glen Burnie, MD 21061
(046-92)

Maryland National Bank

Mary R. Henderson
Mary R. Henderson, A.V.P.

10.80

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 544
ID No. 278273Page No. 559

1. Debtor(s) Frank J. Scott, Sr.
Name or Names - Print or Type
- 305 E. Furnace Branch Road, Glen Burnie, Maryland 21060
Address-Street No. City, State Zip
2. Secured Party Maryland National Bank
Name or Names - Print or Type
- 10 Light Street - 19th Floor, Baltimore, Maryland 21202
Address-Street No. City, State Zip
3. Maturity Date (if any) _____
4. Check Applicable Statement:

RECORD FEE 10.00

POSTAGE .50

A. Continuation.....☒/

The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.

B. Partial Release.....☒XX/

From the collateral described in the financing statement bearing the file number shown above, the Secured Party MARY M. ROSE releases the following: AA CO. CIRCUIT COURT

*See below.

C. Assignment.....☒/

The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other.....☐/

(Indicate whether amendment, termination, etc.)

BEING KNOWN AND DESIGNATED as Lot 30-AR, as shown on a Plat entitled "Wicklow Woods, Administrative Lot Line Change - Lots 30-AR & 31-AR", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 137, page 32, as Plat No. 7155.

Dated: February 3, 1992

Please return to:

Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(022-92)

Constance M. Grimes, Assistant V.P.

158

BOOK 579 PAGE 337

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531
ID No. _____

Page No. 026

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061
2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

RECORD FEE 10.00
POSTAGE .50

W15340 C191 R03 T14147

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

04/10/92

MARY M. ROSE

BEING KNOWN AND DESIGNATED as Unit 102 (Building 10) as shown on the Plats entitled "Phase 10, Building 10, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-55, pages 41 through 45, inclusive, at Plats No. E-2941 through E-2945, inclusive.

AA CO. CIRCUIT COURT

Dated: 1/31/92

FIRST AMERICAN BANK OF MARYLAND

By: *Thomas J. George*

FILE IN:

- () SDAT
() Land Records
(X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(291-91)

158

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531
ID No. _____

Page No. 026

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061
2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

RECORD FEE 10.00

POSTAGE 50
\$11.50 CIPR R03 71447
04/10/92

MARY M. ROSE

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 103 (Building 10) as shown on the Plats entitled "Phase 10, Building 10, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-55, pages 41 through 45, inclusive, at Plats No. E-2941 through E-2945, inclusive.

Dated: 2/10/92

FIRST AMERICAN BANK OF MARYLAND

By: Thomas K. Seay

FILE IN:

- () SDAT
() Land Records
(✓) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(200-91)

15.8

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531
ID No. _____Page No. 026

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061
2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 203 (Building 10) as shown on the Plats entitled "Phase 10, Building 10, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-55, pages 41 through 45, inclusive, at Plats No. E-2941 through E-2945, inclusive.

RECORD FEE 10.00
POSTAGE .50

#115360 C191 R03 Y14-47

04/10/92

Dated: 2/6/92

FIRST AMERICAN BANK OF MARYLAND

By: Thomas J. George MARY M. ROSE
PA CO. CIRCUIT COURT

FILE IN:

- () SDAT
() Land Records
(X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(222-91)

155

UNIFORM COMMERCIAL CODE
Continuation, Termination,
Release, Assignment, Etc.Washington Law Reporter Form 1001
1625 Eye St., N.W., Washington, D.C. 20006

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.☐ TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use

File No.
Date &
HourThis Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement 280577 AA Co.
Date of Filing April 12, 1990
Maturity date (if any)

Record Reference Liber 554, folio 419

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Sabrina Park Development Corp.	P.O. Box 1360		Pasadena	Maryland, 21122

Name of Secured Party or assignee	No.	Street	City	State
Maryland National Bank	10 Light Street		Baltimore	Maryland, 21202

RECORD FEE 10.00

POSTAGE .50

Construction Finance Unit, M/S #021901 C603 R04 T14:09

CHECK APPLICABLE STATEMENT

☐ CONTINUATION

The original Financing Statement identified above by file number is still effective.

☐ TERMINATION

The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.

☒ RELEASE

From the property described in the original Financing Statement identified above, the property described below is released.

☐ ASSIGNMENT

The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.

☐ OTHER

SEE EXHIBIT "A" ATTACHED AND MADE A PART HEREOF.

~~RECORD FEE 10.00~~~~RL PROP 2.00~~~~POSTAGE .50~~~~#647270 C603 R04 T14:08~~~~04/10/92~~

MARYLAND NATIONAL BANK

XXXX

BY:

Jennifer L. Mertaugh, Assistant V. P.

(Type or print name under signature)

157 611 120 Adewale Rd
THE SECURITY TITLE GUARANTEE
CORPORATION OF BALTIMORE
Six South Calvert
Baltimore, Md. 21202-1388THE SECURITY TITLE GUARANTEE
CORPORATION OF BALTIMORE
Six South Calvert
Baltimore, Md. 21202-1388

RETURN TO:

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot 5R as shown on a Plat entitled "Resubdivision of Sabrina Park (Phase I)", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 127, folio 31. The improvements thereon being known as No. 120 Idlewild Road.

Mail to Security Title Guaranty Corp

FN107301.FIS
1840

BOOK 579 PAGE 342

NOT SUBJECT TO
RECORDATION TAX

286103

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code:

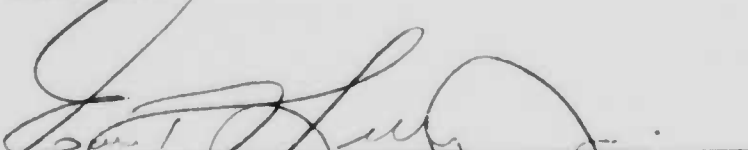
1. NAME AND ADDRESS OF DEBTOR: ERNEST J. LITTY, JR.
c/o Leimbach Development Corporation
P.O. Box 364
1021 Dorsey Road
Millersville, Maryland 21108
2. NAMES AND ADDRESS OF SECURED PARTIES: THE FIRST NATIONAL BANK OF MARYLAND
CHESAPEAKE HOLDINGS MCKINSEY PARK, LIMITED
CHESAPEAKE HOLDINGS CROFTON FARMS, LIMITED
110 South Paca Street
9th Floor
Mail Code 109-900
Baltimore, Maryland 21201

3. This Financing Statement covers the following types (or items) of property:

(a) All of the Debtor's right, title and interest in and to, and as a partner (whether general or limited) of Ridgeview Associates Limited Partnership, a Maryland limited Partnership (collectively, the "Partnership"), whether now owned or hereafter acquired, including but not limited to (i) the Debtor's rights to receive from the Partnership cash and non-cash distributions (regardless of how such distributions are classified); profits; income; revenue; losses; the return of capital; development, management and similar fees; and the principal of and interest on all loans now or hereafter made by the Debtor to the Partnership and (ii) all notes and other instruments now or hereafter evidencing the right to receive payment of, and all benefits and privileges now or hereafter accruing with respect to, the foregoing.

(b) All cash and non-cash proceeds of the foregoing.

DEBTOR:


Ernest J. Littty, Jr.

RECORD FEE 11.00
POSTAGE .50
#411260 C489 R02 T14:55
04/13/92
MARY M. ROSE
AA CO. CIRCUIT COURT

G.L.

Filing Officer: After recordation, please return this Financing Statement to:

Jeffrey H. Seibert, Esquire
Miles & Stockbridge
10 Light Street, 8th Floor
Baltimore, Maryland 21202

TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS OF TALBOT COUNTY, MARYLAND, ANNE ARUNDEL COUNTY, MARYLAND AND WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

- 2 -

COMMONWEALTH LAND TITLE INS. CO.
SUITE 1524, THE WORLD TRADE CENTER
BALTIMORE, MARYLAND 21202

Mail to

192676

BOOK 573 pg 344

286104

NationsBank

NationsBank of Maryland

Financing Statement

- ☒ Not Subject to Recordation Tax
☐ Subject to Recordation Tax; Principal Amount is \$ _____
☐ To Be Recorded in Land Records of _____

Record in:

- ☐ SDAT
☐ Montgomery County
☐ Prince George's County
☒ Other Anne Arundel County

Name	Street	City	State	Address
1. Debtor(s)				
Vertical Visions, Inc.	12011 Guilford Rd., Suite 104	Annapolis Junction, MD.		20701

2. Secured Party:

NationsBank of Maryland
 6610 Rockledge Drive, Bethesda, MD 20817
 Attn: Loan Administration

61

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any of such property.

Check ☒ one or more boxes as applicable:

- ☐ **All Equipment and Fixtures** — All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

RECORD FEE 11.00
 POSTAGE .50
 4000-10 2288 101 110:11
 04/14/92

- ☐ **Inventory** — All inventory of the Debtor, now owned or hereafter acquired, wherever located, accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.

NAVY INCL. ROSE
 AA CO. CIRCUIT COURT

- ☐ **Accounts Receivable, etc.** — All accounts, accounts receivable, contract rights, instruments, documents, chattel paper, tax refunds, notes, notes receivable, drafts, acceptances, leases, and general intangibles (including, without limitation, all things in action, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above, together with all returned, rejected or repossessed goods, the sale or lease of which shall have given, or shall give, rise to any account or contract right.

- ☒ **Specific Equipment** — All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

- ☐ **Other** — All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Debtor(s) or Assignor(s)

Secured Party: NationsBank of Maryland

Vertical Visions, Inc.

By: _____

By: _____

Type Name M. David Waite
Vice President

Jerald P. Freishtat, President

Title _____

Type or Print Name and Title of Each Signature

*Recordation Tax was paid previously in
 Prince Georges County, Maryland on
 October 19, 1989

White - Copies for Filing

Blue - Bank's Copy

SCHEDULE A

VERTICAL VISIONS, INC.

GENERAL DESCRIPTION

NCR TOWER XP

Slim Line Cabinet
(29" X 7" X 27")

Control Panel

Power Supply with Power

Fail Recovery

Battery Back-up

2 Slot Memory Bus

7 Multibus Slots

MC68010 10 MHz Processor

Memory Management

2 KB Cache Memory

2 RS-232-C Diagnostic
Ports

2 MB Memory with ECC

Mass Storage Controller

85 MB Winchester Disk

45 MB Cartridge

Two High Performance Serial I/O - 8 (Total 16)

One Parallel Printer Port

TOWER Operating System (UNIX V)

RM COBOL Compiler & Runtime

Nine Wyse 30 Terminals

Three Data Products 9040 Printers

Two 9600 Baud Modems @ \$1,000. Ea.

Two 2400 Baud Modems @ \$ 500. Ea.

Cables for Terminals & Printers

Application Software

Commission Modification

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NONE

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 4/9/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name InterCAP Graphics Systems, Inc.

Address 116 Defense Highway - Annapolis, MD 21401

2. SECURED PARTY

Name A.G.W. Biddle III and Stephanie G. Biddle

Address 5 Southgate Lane - Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) July 1, 1993

4. This financing statement covers the following types (or items) of property: (list)

All accounts, contract rights, inventory, general intangibles, cash and noncash proceeds of the foregoing whether now in existence or hereafter acquired.

NAME AND ADDRESS OF ASSIGNEE
4355400 0263 R01 T10:10
04/14/92

RECORD FEE 11.00

POSTAGE .50

MARY M. ROSE

AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Joy E. Binford
(Signature of Debtor)

Joy E. Binford Comptroller
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

FIRST AMERICAN TITLE INS. CO.
121 ALLEGHENY AVENUE
TOWSON, MD 21204

STATE OF MARYLAND
COUNTY OF ANNE ARUNDEL
UNIFORM COMMERCIAL CODE

BOOK 579 PAGE 347

286106

ORIGINAL FINANCING STATEMENT - FORM UCC-1

This statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Date: April 10, 1992

Name and Address of Debtor:

Systems Control, Inc.
c/o Hamilton Test Systems, Inc.
2002 N. Forbes Boulevard
Tucson, AZ 85745

RECORD FEE 17.00
POSTAGE .50
#355430 0263 R01 T10:27
04/14/92

Name and Address of Secured Party:

Internationale Nederlanden Bank N.V.,
New York Branch, as Agent
135 East 57th Street
New York, New York 10022

MARY M. ROSE
AA CO. CIRCUIT COURT

The Original Financing Statement covers the following types (or items) of property, whether now owned or hereafter acquired:

See Exhibit A attached hereto.

The recordation tax in the amount of \$9,646.⁰⁰ has been paid in Anne Arundel County, Maryland, in connection with the recording of a Deed of Trust.

Debtor:

SYSTEMS CONTROL, INC.

By: 

Name: SYLVIA C. EDMONDS

Title: EXEC. VICE PRESIDENT

Return to: Internationale Nederlanden Bank N.V.,
New York Branch, as Agent
135 East 57th Street
New York, New York 10022

00352014 03/31/92 23:31:32

EXHIBIT A

BOOK 579 PAGE 348

DEBTOR

SYSTEMS CONTROL, INC.
c/o Hamilton Test Systems, Inc.
2002 N. Forbes Boulevard
Tucson, Arizona 85745

SECURED PARTY

INTERNATIONALE NEDERLANDEN
BANK N.V., NEW YORK BRANCH,
AS AGENT
135 East 57th Street
New York, New York 10022

(1) All of the Debtor's right, title and interest in and to the lands and premises (collectively, the "Properties") more particularly described in Schedule I hereto.

(2) All interests, estates or other claims, both in law and in equity, that the Debtor now has or may hereafter acquire in (a) the Properties, (b) all easements, rights-of-way and rights used in connection therewith or as a means of access thereto and (c) all tenements, hereditaments and appurtenances in any manner belonging, relating or appertaining thereto (all of the foregoing interests, estates and other claims being hereinafter collectively called "Easements and Rights of Way").

(3) All estate, right, title and interest of the Debtor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any streets, open or proposed, adjoining the Properties, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection therewith (all of the foregoing estate, right, title and interest being hereinafter called "Adjacent Rights").

(4) All estate, right, title and interest of the Debtor, now owned or hereafter acquired, in and to any and all buildings and other improvements now or hereafter located on the Properties and all building materials, building equipment and fixtures of every kind and nature located on the Properties or, attached to, contained in or used in any such buildings and other improvements, and all appurtenances and additions thereto and betterments, substitutions and replacements thereof (all of the foregoing estate, right, title and interest being hereinafter collectively called, "Improvements").

(5) All estate, right, title and interest of the Debtor in and to all such tangible property owned by the Debtor (including all machinery, apparatus, equipment, fittings and articles of personal property) and now or hereafter located on or at or attached to the Properties so that an interest in such tangible property arises under applicable real estate law, and any and all products and accessions to any such property which

may exist at any time (all of the foregoing estate, right, title and interest, and products and accessions, being hereinafter called "Fixtures").

BOOK 579 PAGE 349

(6) All estate, right, title and interest of the Debtor in and to all rights, royalties and profits in connection with all minerals, oil and gas and other hydrocarbon substances on or in the Properties, development rights or credits, air rights, water, water rights (whether riparian, appropriative, or otherwise and whether or not appurtenant) and water stock (all of the foregoing estate, right, title and interest being hereinafter collectively called "Mineral and Related Rights").

(7) All rents, revenues, proceeds, issues, profits, royalties, income and other benefits derived from the Properties, the Improvements and the Fixtures, subject to the right, power and authority hereinafter given to the Debtor to collect and apply the same (all of the foregoing rents, revenues, proceeds, issues, profits, royalties, income and other benefits being hereinafter collectively called "Rents and Royalties").

(8) All estate, right, title and interest and other claim or demand that the Debtor now has or may hereafter acquire with respect to any damage to the Properties, the Improvements or the Fixtures and any and all proceeds of insurance in effect with respect to the Improvements or the Fixtures, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the Properties, the Improvements or the Fixtures, including without limitation any awards resulting from a change of grade of streets or as the result of any other damage to the Properties, the Improvements or the Fixtures for which compensation shall be given by any governmental authority (all of the foregoing estate, right, title and interest and other claims or demand, and any such proceeds or awards, being hereinafter collectively, called "Damage Rights").

(9) All the estate, right, title, interest and other claim of the Debtor with respect to any parking facilities located other than on the Properties and used or intended to be used in connection with the operation, ownership or use of the Properties, any and all replacements and substitutions for the same, and any other parking rights, easements, covenants and other interests in parking facilities acquired by the Debtor for the use of tenants or occupants of the Improvements (all of the foregoing estate, right, title, interest and other claim being hereinafter collectively called "Parking Rights").

(10) All estate, right, title and interest of the Debtor in respect of any and all air rights, development rights, zoning rights or other similar rights or interests which benefit or are appurtenant to the Properties or the Improvements (all of the foregoing estate, right, title and interest being hereinafter collectively called "Air and Development Rights").

Schedule I

The following lands and premises located in the County of Anne Arundel, State of Maryland:

049
846 BESTGAGE RD.
ANNE ARUNDEL
MARYLAND

BEGINNING for the same at an iron pin set on the northerly right of way line of Bestgate Road, 30.00 feet wide, as now laid out and existing said iron pin set marking the intersection of said northerly right of way line with the easterly or South 17 degrees 01 minutes 40 seconds East, 188.20 foot line of the aforesaid conveyance recorded in Liber 2643, at Folio 79, and running thence with said northerly right of way line (1) South 72 degrees 59 minutes 12 seconds West, 278.88 feet to a P.K. nail set marking the intersection of said northerly right of way line with the easterly right of way line of Industrial Drive, 60.00 feet wide, as now laid out and existing; thence with said easterly right of way line (2) North 16 degrees 38 minutes 58 seconds West, 313.74 feet to an iron pipe found marking the westerly end of the northerly or North 72 degrees 56 minutes 50 seconds East, 276.58 foot line of the aforesaid conveyance recorded in Liber 2672, at Folio 584; thence with said line (3) North 72 degrees 56 minutes 35 seconds East, 276.55 feet to an iron pin set marking the northerly end of the easterly or South 17 degrees 01 minute 40 seconds East, 136.25 foot line of said last mentioned conveyance; thence with said line and with part of the aforesaid easterly or South 17 degrees 01 minute 40 seconds East, 188.20 foot line of said conveyance recorded in Liber 2643, at Folio 79, (4) South 17 degrees 04 minutes 30 seconds East, 313.94 feet to the place of beginning, passing in transit an iron pipe found distant 4.46 feet from the end thereof, containing 87,155 square feet or 2.0008 acres of land.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 443

Page No. 398

Identification No. 240294

Dated November 2, 1981

1. Debtor(s)

John L. and Merrily M. Rowe

Name or Names—Print or Type

291 Waycross Way, Arnold, MD 21012 (A.A. Co.)

Address—Street No.,

City - County

State

Zip Code

MAIL TO:

2. Secured Party

Sears, Roebuck and Company

Name or Names—Print or Type

6901 Security Blvd., Baltimore, Maryland 21207

Address—Street No.,

City - County

State

Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination

RECORD FEE 10.00

POSTAGE .50

#413370 C489 R02 T12:18

04/14/92

MARY M. ROSE

AA CO. CIRCUIT COURT

Dated: FEB. 05 1988

Sears, Roebuck and Company

Name of Secured Party

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.

Type or Print (Include Title if Company)

RETURN TO
COMMONWEALTH LAND TITLE INS. CO.
3761 COMMERCE DRIVE, BLDG. 410
BALTIMORE, MD 21227 (301-247-7804)

Mail to

191337-A

229166

FINANCING STATEMENT

☐ Not subject to recordation tax
☒ Subject to recordation tax on
principal amount of \$45,200.00

1. Name of Debtor(s): Reliable Fasteners, Inc.
Address: 2406 Crofton Blvd
Crofton, MD 21114

BOOK 570 PAGE 352

286107

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: ~~2001 Davidsonville Road~~
~~Crofton, MD 21114~~
2001 Davidsonville Road
Crofton, MD 21114

3. This Financing Statement covers the following types (or items) of property:

SEE ATTACHED EXHIBIT "A"

RECORD FEE 11.00
RECORD TAX 318.50
POSTAGE .50
ADDED TO C263 001 712:22
04/14/92

4. Check the statements which apply, if any, and supply the information indicated:

☐ (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

MARY M. ROSE

☒ Proceeds of the collateral are also covered.
☒ Products of the collateral are also covered.



Debtor(s): Reliable Fasteners, inc.
Loyd Dean Weathers
Loyd Dean Weathers, President
Donna M. Weathers
Donna M. Weathers, Vice President

Secured Party:
FIRST AMERICAN BANK OF MARYLAND
Laurie D. Appel
By: Laurie D. Appel, Branch Officer
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

11 318.50
50

EXHIBIT "A"
FINANCING STATEMENT

BY

RELIABLE FASTENERS, INC., DEBTOR

AND

FIRST AMERICAN BANK OF MARYLAND, Secured Party

This Financing Statement covers the following types (or items) of property (the "Collateral"):

- a) All inventory of Debtor, whether now owned or hereafter acquired;
- b) All equipment of Debtor, whether now owned or hereafter acquired;
- c) All accounts of Debtor, whether now existing or hereafter arising;
- d) All other goods (including, without limitation, farm products), all fixtures, instruments, chattel paper, documents, general intangibles (including, without limitation, all patents, patent applications, copyrights, trademarks, trade secrets, trade names, customer lists, permits, licenses, franchises and the right to use Debtor's name), and all other personal property and fixtures of Debtor, whether now owned or hereafter acquired;
- e) Together with all accessions, accessories, attachments, parts, equipment, and repairs now or hereafter attached or affixed to or used in connection with any of the foregoing property, all substitutions and replacements for and products of any of the foregoing property, and proceeds of any and all of the foregoing property.

286108

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

Not subject to Recordation Tax

Principal amount of debt secured is: \$139,000.00

To be recorded in:

- ☐ State Department of Assessments and Taxation
- ☐ Land Records, Anne Arundel County, Maryland
- ☒ Chattel Records, Anne Arundel County, Maryland

The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

FINANCING STATEMENT

1. Debtor: Address: 7-9
Michael K. Brady 2006 Aberdeen Drive
Cindy A. Brady Crofton, MD 21114
2. Secured Party: Address:
GREATER ATLANTIC SAVINGS 1401 Rockville Pike,
BANK, F.S.B. Suite 440
Rockville, MD 20852-9875
3. Trustee: Address:
JACK ALFANDRE 1401 Rockville Pike,
Suite 440
Rockville, MD 20852-9875
4. This Financing Statement covers:
(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of said premises and now owned or hereafter acquired by the

18

50

Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(b) Any annual crops planted or cultivated by the Debtor or those claiming under the Debtor now or hereafter located upon or about the premises hereinafter described; and

(c) All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

(d) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and

(e) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of

its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owed by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on "EXHIBIT A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust hereinabove referenced.

8. Maturity date of the obligation, if any: as provided in the Note.

Witness as to all

Michael K. Brady (SEAL)
MICHAEL K. BRADY

Print Name

Cindy A. Brady (SEAL)
CINDY A. BRADY

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to: CLOGG, HOLLIS & MOFFETT, 110 N. Washington Street, Suite 204, Rockville, Maryland 20850.

BRADY.FS
10799JL

EXHIBIT "A"

Lot numbered and lettered 2R, in the minor subdivision known as "WILLIAM D. HAGAN, SR. PROPERTY Near Gambrills", recorded among the Land Records of Anne Arundel County, Maryland in Liber 5250, folio 170, containing 2.0 acres of land more or less.

CLOGG, HOLLIS & MOFFETT
ATTORNEYS AT LAW
SUITE 204
110 N. WASHINGTON STREET
ROCKVILLE, MD 20850
762-9300

Mail to

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR County Radio Inc. T/A

288109

Name County Car Radio

Address 7084 Furnace Branch Road, Glen Burnie, Maryland 21060

2. SECURED PARTY

Name Robert Bosch Corporation

Address 2800 South 25th Avenue

Broadview, Illinois 60153

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- A. All of Debtor's inventory supplied by Secured party including, without limitation, Bosch "Blaupunkt" brand car radios, speakers, antennas, equalizers and accessories.

Name and address of Assignee

- B. Proceeds of the collateral are also covered.

NOT SUBJECT TO RECORDATION TAX

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ XX (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

James H. Gilbert Jr.
(Signature of Debtor)

County Radio, Inc.

Type or Print Above Name on Above Line

James H. Gilbert Jr.
(Signature of Debtor)

Type or Print Above Signature on Above Line

Warner Whitney
(Signature of Secured Party)

Robert Bosch Corporation - Warner Whitney

Type or Print Above Signature on Above Line

The underlying secured transaction being publicized by this Financing Statement ☐ is ☐ is not wholly or partially subject to the Maryland Recordation Tax on the taxable principal amount of the debt: \$ _____.

MARYLAND FINANCING STATEMENT FORMTO BE RECORDED IN LAND RECORDS ☐ YES ☒ NO

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement dated 04-09-1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address:

OLLIE'S BARGAIN OUTLET, INC.
6040 CARLISLE PIKE
MECHANICSBURG, PA 17055

Check the box indicating the kind of statement.
Check only one box.

- (X) ORIGINAL FINANCING STATEMENT
() CONTINUATION ORIGINAL STILL EFFECTIVE
() AMENDMENT
() ASSIGNMENT
() PARTIAL RELEASE OF COLLATERAL
() TERMINATION

Name and address of Secured Party

LEBANON VALLEY NATIONAL BANK
555 WILLOW STREET
P.O. BOX 1285
LEBANON, PA 17042

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
#413810 C489 R02 T10#43
04/15/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Date of maturity, if any

Check if proceeds/products of collateral are covered (X)

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

See Attached Exhibit to UCC Financing Statement dated April 9, 1992.

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Maryland from another jurisdiction.

Describe Real Estate if applicable:

This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)

- (X) already subject to a security interest in the state of PENNSYLVANIA when it was brought into this state or when the debtor's location was changed to this state, or
() which is proceeds of the original collateral described above in which a security interest was perfected.

OLLIE'S BARGAIN OUTLET, INC.

By: MORTON G. BERNSTEIN, PRESIDENT

Signature of Debtor

LEBANON VALLEY NATIONAL BANK

Signature of Secured Party

EXHIBIT TO UCC FINANCING STATEMENT

April 9, 1992

DEBTOR:

OLLIE'S BARGAIN OUTLET, INC.

BOOK 579 PAGE 360

MAILING ADDRESS

6040 CARLISLE PIKE, MECHANICSBURG, PA 17055

COLLATERAL DESCRIPTION:

ALL PRESENT AND HEREAFTER ACQUIRED PERSONAL PROPERTY OF EVERY KIND AND DESCRIPTION AND WHEREVER LOCATED, INCLUDING, BUT NOT LIMITED TO ALL EQUIPMENT, INVENTORY, CASH, ACCOUNTS RECEIVABLE, FURNITURE, FIXTURES, CONTRACT RIGHTS, GENERAL INTANGIBLES AND INCLUDING THE PRODUCTS AND PROCEEDS THEREOF.; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds).

This Exhibit is executed on the same date as the UCC Financing Statement by LEBANON VALLEY NATIONAL BANK and the undersigned.

LEBANON VALLEY NATIONAL BANK

Morton G. Benzel - Tre.
Signature(s) of Debtor(s)

By:

[Signature]
Signature(s) of Secured Party (ies)

The underlying secured transaction being publicized by this
Financing Statement ☐ is ☐ is not wholly or partially subject
to the Maryland Recordation Tax on the taxable principal
amount of the debt: \$ _____.

MARYLAND FINANCING STATEMENT FORMTO BE RECORDED IN LAND RECORDS ☐ YES ☒ NO

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement dated 04-01-1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address:

RTA FURNITURE DISTRIBUTORS, INC.
6040 CARLISLE PIKE
MECHANICSBURG, PA 17055

Check the box indicating the kind of statement.
Check only one box.

- (X) ORIGINAL FINANCING STATEMENT
() CONTINUATION ORIGINAL STILL EFFECTIVE
() AMENDMENT
() ASSIGNMENT
() PARTIAL RELEASE OF COLLATERAL
() TERMINATION

Name and address of Secured Party

LEBANON VALLEY NATIONAL BANK
555 WILLOW STREET
P.O. BOX 1285
LEBANON, PA 17042

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
#413820 C489 R02 T10:44
04/15/92
MARY M. ROSE
CIRCUIT COURT

Date of maturity, if any

Check if proceeds/products of collateral are covered (X)

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

See Attached Exhibit to UCC Financing Statement dated April 1, 1992.

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Maryland from another jurisdiction.

Describe Real Estate if applicable:

This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)

- (X) already subject to a security interest in the state of PENNSYLVANIA when it was brought into this state or
when the debtor's location was changed to this state, or
() which is proceeds of the original collateral described above in which a security interest was perfected.

RTA FURNITURE DISTRIBUTORS, INC.

By: MORTON G. BERNSTEIN, PRESIDENT

Signature of Debtor

LEBANON VALLEY NATIONAL BANK

Signature of Secured Party

EXHIBIT TO UCC FINANCING STATEMENT

April 1, 1992

DEBTOR:

RTA FURNITURE DISTRIBUTORS, INC.

MAILING ADDRESS

6040 CARLISLE PIKE, MECHANICSBURG, PA 17055

BOOK 579 PAGE 362

COLLATERAL DESCRIPTION:

ALL PRESENT AND HEREAFTER ACQUIRED PERSONAL PROPERTY OF EVERY KIND AND DESCRIPTION AND WHEREVER LOCATED, INCLUDING, BUT NOT LIMITED TO ALL EQUIPMENT, INVENTORY, CASH, ACCOUNTS RECEIVABLE, FURNITURE, FIXTURES, CONTRACT RIGHTS, GENERAL INTANGIBLES AND INCLUDING THE PRODUCTS AND PROCEEDS THEREOF.; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds).

This Exhibit is executed on the same date as the UCC Financing Statement by LEBANON VALLEY NATIONAL BANK and the undersigned.

Morton J. Secor

Signature(s) of Debtor(s)

LEBANON VALLEY NATIONAL BANK

By: *[Signature]*

Signature(s) of Secured Party (ies)

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 579 PAGE 363
Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CHESAPEAKE LANDSCAPE CONTRACTORS, INC.Address 278 Pinewood Rd MILLERSVILLE, MD 21108

2. SECURED PARTY

Name N.J. Richardson + Sons, Inc.Address 6400 Windsor Mill Rd, Baltimore, MD 21207

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1) NEW KUBOTA F2200 TRACTOR
S/N: 10183
- 1 NEW KUBOTA R660-F221 MOWER
S/N: 10371

Name and address of Assignee

KUBOTA CREDIT CORPORATION, U.S.A.
1025 Northbrook Parkway
Suwanee, Georgia 30174

54900-736437

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)RECORD FEE 12.00
POSTAGE .50
#413830 C489 R02 T10:45
04/15/92MARY M. ROSE
AA CO. CIRCUIT COURT☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

CHESAPEAKE LANDSCAPE CONTRACTORS, INC.

Adam S. Polikoff (President)

(Signature of Debtor)

Adam S. Polikoff (PRES)

Type or Print Above Name on Above Line

Adam S. Polikoff

(Signature of Debtor)

Adam S. Polikoff

Type or Print Above Signature on Above Line

N.J. Richardson + Sons, Inc.

N.J. Richardson Jr. V.P.

(Signature of Secured Party)

N.J. Richardson, Jr. V.P.

Type or Print Above Signature on Above Line

1200

BOOK 579 PAGE 364

INDEMNITY FINANCING STATEMENT

286113

- [X] To be recorded among the Financing Statement Records of Anne Arundel County, Maryland.
- [X] To be recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- [X] Not subject to Recordation Tax.

RECORD FEE 11.00
POSTAGE .50
#414390 C489 R02 T15:08
04/15/92
MARY M. ROSE
AA CO. CIRCUIT COURT

DEBTOR:
BLUE CHANNEL INN, INC.
a Maryland corporation

ADDRESS:
1258-60 Bay Dale Drive
Arnold, Maryland 21012

SECURED PARTY:

FARMERS NATIONAL BANK
OF MARYLAND

ADDRESS:
Five Church Circle
Annapolis, Maryland 21401

WHEREAS, BLUE CHANNEL INN, INC., has executed a Loan Guaranty, whereby the Debtor directly guarantees to the Secured Party, the punctual payment of any and all existing and future indebtedness of Madsen & Salton Enterprises, Inc, the Borrower; and

WHEREAS, the Secured Party is willing to make loans to the Borrower, provided that this Indemnity Financing Statement is given as security for the Guaranty.

This Financing Statement covers the following property and all cash and/or non-cash proceeds and products thereof, and proceeds of all insurance policies covering all or any part of such property:

All Equipment and Fixtures. All of the Debtor's equipment and fixtures, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith and (ii) all replacements thereof and substitutions therefor. All or a portion of the Debtor's equipment and fixtures may be affixed to certain real property known as 1258-60 Bay Dale Drive, Arnold, Maryland.

LAW OFFICES
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21403

(410) 263-8855

- 1 -

W Borrower's Initials
Borrower's Initials

FN001-796

DEBTOR:

BLUE CHANNEL INN, INC.,
a Maryland corporation

BOOK 579 PAGE 305

BY: [Signature] (SEAL)
KEITH J. MADSEN, President

SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND,
a national banking association

BY: [Signature] (SEAL)
RUSSELL R. TILL
Title: VICE PRESIDENT

Mr. Clerk:

Please return to:

SNIDER, BUCK & MIGDAL
Attention: Donna Selby
P.O. Box 2400
Annapolis, Maryland 21401 _____

Mail to _____

LAW OFFICES
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21401

(410) 263-8865

- 2 -

____ Borrower's Initials
____ Borrower's Initials

286114

INDEMNITY FINANCING STATEMENT

- ☒ To be recorded among the Financing Statement Records of Anne Arundel County, Maryland.
- ☒ To be recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- ☒ Not subject to Recordation Tax.

RECORD FEE 11.00
 POSTAGE .50
 #414400 C489 R02 T15:08
 04/15/92
 MARY M. ROSE
 AA CO. CIRCUIT COURT

DEBTOR:
 DEEP CREEK RESTAURANT, INC.
 a Maryland corporation

ADDRESS:
 1050 Deep Creek Road
 Arnold, Maryland 21012

SECURED PARTY:

FARMERS NATIONAL BANK
 OF MARYLAND

ADDRESS:
 Five Church Circle
 Annapolis, Maryland 21401

WHEREAS, DEEP CREEK RESTAURANT, INC., has executed a Loan Guaranty, whereby the Debtor directly guarantees to the Secured Party, the punctual payment of any and all existing and future indebtedness of Madsen & Salton Enterprises, Inc, the Borrower; and

WHEREAS, the Secured Party is willing to make loans to the Borrower, provided that this Indemnity Financing Statement is given as security for the Guaranty.

This Financing Statement covers the following property and all cash and/or non-cash proceeds and products thereof, and proceeds of all insurance policies covering all or any part of such property:

All Equipment and Fixtures. All of the Debtor's equipment and fixtures, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith and (ii) all replacements thereof and substitutions therefor. All or a portion of the Debtor's equipment and fixtures may be affixed to the real property known as 1050 Deep Creek Avenue, Arnold, Maryland.

LAW OFFICES
 SNIDER, BUCK &
 MIGDAL
 CHARTERED
 P.O. BOX 2400
 ANNAPOLIS, MD 21404

(410) 263-8855

- 1 -

Cam Borrower's Initials

11/00
 EN001.796

DEBTOR:

DEEP CREEK RESTAURANT, INC.
a Maryland corporation

BY: Cynthia A. Madsen (SEAL)
CYNTHIA A. MADSEN, President

SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND,
a national banking association

BY: William A. Walker (SEAL)
WILLIAM A. WALKER
Title: VICE PRESIDENT

Mr. Clerk:

Please return to:

SNIDER, BUCK & MIGDAL
Attention: Donna Selby
P.O. Box 2400
Annapolis, Maryland 21401

Mail to _____

LAW OFFICES
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404
—
(410) 263-8855

- 2 -

CarBorrower's Initials

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here ☐

This financing statement Dated March 1, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Woodstove Johnny's of Severna Park, Inc.Address 417 Ritchie Highway, Severna Park, Maryland 21146

2. SECURED PARTY

Name Michael A. LanasaAddress 229 Edridge DriveCatonsville, Maryland 21228

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

RECORD FEE

11.00

4. This financing statement covers the following types (or items) of property: (list)

POSTAGE

.50

All inventory, accounts receivable, furniture, fixtures, equipment and all other tangible or intangible assets of the Debtor.

04/15/92

MARY M. ROSE

AA CO. CIRCUIT COURT

(9.1)

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☒ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

417 Ritchie Highway, Severna Park, Maryland 21146

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Gilbert Mason
(Signature of Debtor)

Gilbert Mason

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Michael Lanasa
(Signature of Secured Party)

Michael Lanasa

Type or Print Above Signature on Above Line

286116

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and address(es) GARY AND ANGIE SMALLWOOD 1807 NORFOLK Rd. GLEN BURNIE, MD 21061	2. Secured Party(ies) and address(es) B-DAY SYSTEMS OF CALI, INC. 7609 ENERGY PKWY. Suite 901 BALTIMORE, MD 21226	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
---	---	--

4. This financing statement covers the following types (or items) of property:
BASEMENT WATERPROOFING

5. Assignee(s) of Secured Party and Address(es)
CHRYSLER CREDIT CORP.
P.O. BOX 12510
17 FORT MCHESNEY BLVD
BALTIMORE, MD 21201

This statement is filed without the debtor's signature to perfect a security interest in collateral (check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state
☐ which is proceeds of the original collateral described above in which a security interest was perfected

Check ☒ if covered ☐ Proceeds of Collateral are also covered ☐ Products of Collateral are also covered No. of additional Sheets presented

Filed with:

By Gary D Smallwood Jr 12
Angela Smallwood 8
Angela Smallwood Signature(s) of Debtor(s)

By Joseph B Antonelli Pres.
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical STANDARD FORM - FORM UCC-1.

286117

The underlying secured transaction being publicized by this Financing Statement ☐ is ☒ is not wholly or partially subject to the Maryland Recordation Tax on the taxable principal amount of the debt: \$ _____.

MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS ☐ YES ☒ NO

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement dated 3/30/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address:

PATCO DISTRIBUTORS, Inc.
P.O. Box 946, 10 N. Taylor Ave.
Annapolis, MD 21401

Check the box indicating the kind of statement.
Check only one box.

- (X) ORIGINAL FINANCING STATEMENT
() CONTINUATION ORIGINAL STILL EFFECTIVE
() AMENDMENT
() ASSIGNMENT
() PARTIAL RELEASE OF COLLATERAL
() TERMINATION

Name and address of Secured Party

Bank of Maryland
2661 Riva Road, Building 700

Annapolis, MD 21401

Name and address of Assignee

RECORD FEE 11.00

POSTAGE .50

94 4754830 0263 R01 113:45

Date of maturity, if any

Check if proceeds/products of collateral are covered (X)

04/15/92

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cul, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

Specific automobile(s) purchased for conversion to limousines or hearses, as follows: 1992 Cadillac Brougham 1G6DW5476NR707596; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds).

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Maryland from another jurisdiction.

Describe Real Estate if applicable:

This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
() already subject to a security interest in the state of _____ when it was brought into this state or
when the debtor's location was changed to this state, or
() which is proceeds of the original collateral described above in which a security interest was perfected.

PATCO DISTRIBUTORS, Inc.

By: J. Patrick Henry, President
Signature of Debtor

Bank of Maryland

Signature of Secured Party

113

A.A

BOOK 579 PAGE 371

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 558Page No. 19Identification No. 281380Dated 7/5/90

1. Debtor(s)

Miw Enterprises
Name or Names—Print or Type
7971 Dorsey Run Rd Jessup MD 20794
Address—Street No. City - County State Zip Code

2. Secured Party

HARBOR LEASING ASSOCIATES
Name or Names—Print or Type
701 Cathedral Street Baltimore, MD 21201
Address—Street No. City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

RECORD FEE 10.00

POSTAGE .50

#286850 0263 R01 T13:50

04/15/92

MARY N. ROSE

AA CO. CIRCUIT COURT

Dated: March 26, 1992Harbor Leasing Associates
Name of Secured Party[Signature]
Signature of Secured PartyMark M. Cowley, President
Type or Print (Include Title if Company)

Lucas Bril. Form 7-1

103

STATE OF MARYLAND

BOOK 579 PAGE 372

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ None

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name NINE WEST GROUP INC. See Exhibit A for Tradenames
9 West Broad Street, Stamford, CT 06902
Address _____

286118

2. SECURED PARTY

Name NATWEST USA CREDIT CORP.
175 Water Street, New York, NY 10038
Address _____

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit A for Tradenames
See Exhibit B attached hereto and made a part hereof for description of collateral.

Name and address of Assignee

Filed with: Anne Arundel County, MD

LOCAL ADDRESS: 7900 RITCHIE HIGHWAY, GLEN BURNIE, MD 21060

RECORD FEE 17.00

POSTAGE .50

9357070 0263 R01 T14:47

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) 04/15/92

MARY M. ROSE

AA CO. CIRCUIT COURT

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☒ (Products of collateral are also covered)

RICHARD L. WHITE EXECUTIVE VICE PRESIDENT

Richard L. White
(Signature of Debtor)
NINE WEST GROUP INC.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

THERESA MEHERN ASSISTANT TREASURER

Theresa Mehern AT
(Signature of Secured Party)
NATWEST USA CREDIT CORP.

Type or Print Above Signature on Above Line

MARY M. ROSE

EXHIBIT A

BOOK 579 PAGE 373

Trade names

9 West
9 West and Co.
9 West Corp.
9 West Shoes
9 West Shoes of Dadeland
9 West Shoes of Chicago
9 West Shoes of Copley Place
9 West Shoes of White Plains
9 West Co.
TREC
9 West Sport
Take 2
Snap!
Topazio
Westies
Calico
Enzo Angiolini
9 West by Stephane Kelian

The Collateral shall include the following:

BOOK 579 PAGE 374

(a) (i) all raw materials, work in process, finished goods and inventory of Debtor of whatsoever kind or nature (including, without limitation, both wholesale and retail inventory) and all wrapping, packaging, advertising and shipping materials, and any documents relating thereto, and all labels and other devices, names and marks affixed or to be affixed thereto for purposes of selling or of identifying the same or the seller or manufacturer thereof, and all right, title and interest of Debtor therein and thereto, wherever located, whether now owned or hereafter acquired by Debtor; (ii) all machinery, tools, dies, jigs, furniture and fixtures, all attachments, accessions and property now or hereafter affixed thereto or used in connection therewith, and all substitutions and replacements thereof, wherever located, whether now owned or hereafter acquired by Debtor; and (iii) all books, records and other property relating to the foregoing;

(b) (i) all of Debtor's present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, as such terms are defined in the Uniform Commercial Code ("UCC"), including (without limitation) all present and future choses in action and reversionary interests in property rights of Debtor, and all obligations for the payment of money arising out of Debtor's sale of goods or rendition of services (all of the foregoing, collectively, "Accounts"); (ii) all of Debtor's rights, remedies, security and liens in, to and in respect of the Accounts, including, without limitation, rights of stoppage in transit, replevin, repossession and reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, guaranties or other contracts of suretyship with respect to the Accounts, deposits or other security for the obligation of any debtor or obligor in any way obligated on or in connection with any Account, and credit and other insurance; (iii) all of Debtor's right, title, and interest in, to and in respect of all goods relating to, or which by sale have resulted in, Accounts, including, without limitation, all goods described in invoices or other documents or instruments with respect to, or otherwise representing or evidencing, any Account, and all returned, reclaimed or repossessed goods; (iv) all of Debtor's deposit accounts, as such term is defined in the UCC; (v) all books, records, ledger cards, computer programs and other property and general intangibles at any time evidencing or relating to the Accounts; and (vi) all of Debtor's other general intangibles of every kind and description, whether now existing or hereafter arising, including (without limitation) trademarks, tradenames, tradestyles, service marks, patents, copyrights, Federal, State and local tax refund claims of all kinds and

Debtor's right, title and interest in and to, and benefit under, the Guaranty Letter, dated August 31, 1989, by J. Wayne Weaver in favor of Debtor and certain affiliates of Debtor;

BOOK 379 PAGE 375

(c) any and all moneys, securities, drafts, notes, items and other property of Debtor and the proceeds thereof, now or hereafter held or received by, or in transit to, Secured Party from or for Debtor, whether for safekeeping, custody, pledge, transmission or otherwise, and any and all balances, sums, proceeds and credits of Debtor with, and any and all claims of Debtor against Secured Party, at any time existing; and

(d) any and all products and proceeds of any of the foregoing, in any form (including, without limitation, any insurance proceeds or claims by Debtor against third parties for loss or damage to or destruction of any or all of the foregoing property, and any claims by Debtor against third parties for infringement of trademarks, patents or copyrights).

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 5904.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

286119

RECORD FEE 11.00

RECORD TAX 42.00

POSTAGE .50

#414530 C489 R02 T15:27

04/15/92

MARY H. ROSE

AA CO. CIRCUIT COURT

1. DEBTOR

Name Barry R. Nathanson, M.D.

Address 2200 Defense Highway, Suite 103, Crofton, MD 21114

2. SECURED PARTY

Name OLYMPUS CORPORATION

Address 4 Nevada Drive

Lake Success, NY 11042

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) OSF2 Sigmoidoscope (1) CLk4 Light Source
and all substitutions, replacements, additions,
attachments and accessories thereto and proceeds
thereof, now owned or hereafter acquired

Name and address of Assignee

1014897-3 13059

6216953-002

CHECK ☒ THE LINES WHICH APPLY6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Anne Arundel Co. MD.

☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

RETURN TO:

EXIS® DOCUMENT SERVICES

Box 2969

Joliet, Illinois 62708

(Signature of Debtor)
BARRY R. NATHANSON, M.D.

OWNER

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

OLYMPUS CORPORATION

Type or Print Above Signature on Above Line

JOHN TABONE DIRECTOR

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NA

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Elliott & Frantz, Inc.

Address 450 East Church Road King of Prussia, PA 19406

286120

RECORD FEE 11.00

POSTAGE .50

#14540 C489 R02 T15:28

04/15/92

MARY M. ROSE
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name The CIT Group/Equipment Financing, Inc.

Address 1180 W. Swedesford Road Berwyn, PA 19312

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Two (2) Gradall Model G3WD Hydraulic Excavators S/N's
0132294 and 0137294;~~Two (2) Gradall model G660E Hydraulic Excavators S/N's
0166445 and 0162446;~~all the above complete with all related parts, attachments
and accessories.XXXXXXXXXXXXXXXXXXXXX Equipment Location:
Route 9 - Oakridge Place
Hagerstown, MD 21740

60049-00001

Anne Arundel Co, MD

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

1014768-6 18414 GH

☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

(Signature of Debtor)

Elliott & Frantz, Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

James Elliott (Pres.)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Megan Reilly (Agent)

The CIT Group/Equipment Financing, Inc.

Type or Print Above Signature on Above Line

RETURN TO:

LEXIS @ DOCUMENT SERVICES

PO Box 2969

Springfield, Illinois 62709

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NA

If this statement is to be recorded in land records check here. ☐

No Recordation Tax. Wholesale Security Agreement.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

286121

RECORD FEE

11.00

POSTAGE

.50

#414550 C489 R02 T15:28

04/15/92

MARY M. ROSE
AA CO. CIRCUIT COURT

1. DEBTOR

Name Elliott & Frantz, Inc.

Address 450 East Church Road King of Prussia, PA 19406

2. SECURED PARTY

Name The CIT Group/Equipment Financing, Inc.

Address 1180 W. Swedesford Road Berwyn, PA 19312

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) Gradall Model G660E Hydraulic Excavator
S/N 0166446 complete with all related parts,
attachments and accessories.

XXXXXXXXXXXXXXXXXXXX
Equipment Location
Route 9 - Oakridge Place
Hagerstown, MD 21740

60049 00002

Anne Arundel Co, MD
CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

1014768-12 18414 GH

☐ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

(Signature of Debtor)

Elliott & Frantz, Inc.

Type or Print Above Name on Above Line

JAMES ELLIOTT

(Signature of Debtor)

Megan Reilly (agent)
(Signature of Secured Party)

The CIT Group/Equipment Financing, Inc.

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

RETURN TO: LEXIS® DOCUMENT SERVICES

P.O. Box 2969

Springfield, Illinois 62708

FINANCING STATEMENT

BOOK 579 PAGE 379

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

- ☐ 1. To be recorded in the Land Records.
☒ 2. To be recorded among the Financing Statement Records.
☒ 3. Not subject to Recordation Tax.

- ☐ 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____

The Debtor(s) certifies that with the filing of this Financing Statement, or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s):
Caliber Masonry, Inc.

Address(es):
306 Ryan Road
Glen Burnie, Maryland 21061

286122
RECORD FEE 11.00
POSTAGE .50
#414560 C489 R02 T15:29
04/15/92
MARY M. ROSE
AA CO. CIRCUIT COURT

6. Secured Party:
MARYLAND NATIONAL BANK
Attention: LDRU 250603

Address:
100 South Charles Street
Baltimore, Maryland 21201

7. This Financing Statement covers, and the Debtor(s) hereby grant(s) the Secured Party a security interest in, the following property, including without limitation (a) all amounts now and in the future owed by the Bank to each Debtor and/or on deposit in any account maintained by each Debtor with the Bank; (b) all present and future substitutions, replacements, appurtenances, accessories and accessions relating to any of the following; (c) all of each Debtor's books and records; (d) all proceeds (cash and noncash, including insurance proceeds) and products of all of the following in any form whatsoever; and (e) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the following:

☒ A. All of each Debtor's present and future accounts, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all rights to the payment of money due or to become due to each Debtor for any reason whatsoever, and all goods returned, repossessed or stopped in transit, the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, and all rights which each Debtor may at any time have against any account debtor or other obligor of each Debtor, including liens and security interests for benefit of each Debtor and all right of each Debtor with respect to present and future patents, pending and abandoned patent applications, literary rights, rights to performance, copyrights, trademarks, trademark registrations, trade names and trademark applications, together with the business and goodwill to which the same are appurtenant and all causes of action for infringements thereof.

☐ B. All of the inventory of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including raw materials, work in process, finished goods, materials and supplies, goods returned or repossessed, and goods held for demonstration, marketing or similar purposes, and all property in or on which any of the foregoing is stored or maintained, and all documents of title and trust receipts relating to any inventory, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as inventory, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to inventory.

☐ C. All of the equipment of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including machinery, vehicles and other rolling stock, furniture, tools, leasehold improvements, fixtures, and materials and supplies relating to equipment, and all documents of title and trust receipts relating to equipment, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as equipment, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to equipment.

☐ D. All of the Debtor's equipment and fixtures described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor.

☐ E. Each of the Debtor's motor vehicles described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith.

☐ F. All of the property of each Debtor as described on Schedule A attached hereto and made a part of this Financing Statement by reference.

☐ 8. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are _____

Debtors: Caliber Masonry, Inc.

By: X Richard M. Antlitz (Seal)
Richard M. Antlitz, President

Return To:
LSU Team 1 Mailstop 250624
Maryland National Bank (Seal)
100 S. Charles Street
Baltimore, MD 21201 (Seal)

(Seal) _____ (Seal)

(Seal) _____ (Seal)

(Seal) _____ (Seal)

Mr. Clerk: Please return to the address set forth in paragraph 6 above.

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

ANNE ARUNDAL COUNTY
STATE CORPORATION COMMISSION

(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

256682 485 268
5/7/85

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

CORMAN CONSTRUCTION, INC.
700 T. STREET, NC
WASHINGTON, DC 20018

Check the box indicating the kind of statement. Check only one box.

- ☐ ORIGINAL FINANCING STATEMENT
☐ CONTINUATION - ORIGINAL STILL EFFECTIVE
☐ AMENDMENT
☐ ASSIGNMENT
☐ PARTIAL RELEASE OF COLLATERAL
☒ TERMINATION

RECORD FEE 10.00

POSTAGE .50

#415140 C489 R02 T12:59
04/16/92MARY M. ROSE
AA CO. CIRCUIT COURT

Name & address of Secured Party

ASSOCIATES COMMERCIAL CORPORATION
1604 SANTA ROSA RD., SUITE 137
RICHMOND, VA 23288

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered
()

Description of collateral covered by original financing statement

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Signature of Debtor if applicable (Date)

ASSOCIATES COMMERCIAL CORPORATION

Signature of Secured Party if applicable (Date)

BOOK 579 PAGE 381

STATEMENT OF CONTINUATION, TERMINATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

This statement refers to original financing statement, identifying FILE NO. 258399

RECORDED IN LIBER 489 FOLIO 408 ON 9/10/85 (DATE)

1. Debtor's name and address:

Corman Construction, Inc.
8111 Annapolis Junction Road
Jessup, MD 20794-0160

2. Secured party's name and address:

First Virginia Commercial Corporation
6400 Arlington Boulevard
Falls Church, VA 22042

3. Person and address to whom statement is to be returned if different from above:

4. Maturity date of obligation, if any:

5. Statement of:

☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, referred to above, is still effective.☒ Terminations. The secured party certifies that he no longer claims a security interest under the financing statement referred to above.☐ Partial Release. From the collateral described in the financing statement referred to above, the Secured Party releases the following: (list below)☐ Assignment. The Secured Party certifies that he has assigned to the Assignee (whose name and address is shown below), his rights under the financing statement referred to above in the following property:☐ Other:RECORD FEE 10.00
POSTAGE .50
#415150 C489 R02 T12:59
04/16/92
MARY M. ROSE
AA CO. CIRCUIT COURTFirst Virginia Commercial
Corporation

(Bank)

Dated 3/26/92

By

Harold V. Dellinger, II
Vice President

TYPE NAME AND TITLE

All Information Must Be Typewritten or Printed in Ink

STATE OF MARYLAND

BOOK 579 PAGE 382

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261942RECORDED IN LIBER 498 FOLIO 237 ON 5-22-1986 (DATE)

1. DEBTOR

Name corman Construction, Inc.
Address 8111 Annapolis Junction Road Jessup, MD. 20794

2. SECURED PARTY

Name L.B. Smith, Inc.
Address P.O. Box 8658 Baltimore, MD. 21240RECORD FEE 10.00
POSTAGE .50
#415160 C489 R02 T13:00
04/16/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENTA. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:D. Other: Termination ☒
(Indicate whether amendment, termination, etc.)

One (1) Terex 82-50 Crawler s/n 64954 w/blade & ripper

Dated

3/20/92Bruce H. Dean
(Signature of Secured Party)
Business Manager
Bruce H. Dean L.B. Smith, Inc.
Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 579 pg 383

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261944
RECORDED IN LIBER 478 FOLIO 240 ON 5-22-86 (DATE)

1. DEBTOR

Name Corman Construction Co.Address 8111 Annapolis Junction Road Jessup, MD. 20794

2. SECURED PARTY

Name L.B. Smith, Inc.Address P.O. Box 8658 Baltimore, MD. 21240

RECORD FEE 10.00

POSTAGE .50

M415170 C489 R02 T13:00

04/16/92

MARY M. ROSE

AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: termination XX
(Indicate whether amendment, termination, etc.)

One (1) Terex TS14B Scraper s/n 72813
One (1) Terex TS14B Scraper s/n 72722
One (1) Terex TS14B Scraper s/n 73008

Dated

3/20/92

Bruce H. Dean
(Signature of Secured Party)
L.B. Smith, Inc.
Bruce H. Dean Business Manager
Type or Print Above Name on Above Line

579 384

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.	258436 489 461 9/17/85
--	---------------------------

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

CORMAN CONSTRUCTION, INC.
700 T. STREET, NC
WASHINGTON, DC 20018

Check the box indicating the kind of statement. Check only one box.

- ☐ ORIGINAL FINANCING STATEMENT
☐ CONTINUATION - ORIGINAL STILL EFFECTIVE
☐ AMENDMENT
☐ ASSIGNMENT
☐ PARTIAL RELEASE OF COLLATERAL

☒ TERMINATION

RECORD FEE 10.00
POSTAGE .50
#415180 C489 R02 T13:00
04/16/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Name & address of Secured Party

ASSOCIATES COMMERCIAL CORPORATION
1604 SANTA ROSA RD., SUITE 137
RICHMOND, VA 23288

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered
()

Description of collateral covered by original financing statement

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Signature of Debtor if applicable (Date)

ASSOCIATES COMMERCIAL CORPORATION
Signature of Secured Party if applicable (Date)

[Handwritten Signature]

STATE OF MARYLAND

BOOK 579 PAGE 385

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 264800RECORDED IN LIBER 505 FOLIO 182 ON 11-24-1986 (DATE)

1. DEBTOR

Name Corman ConstructionAddress P.O. Box 160 - 8111 Annapolis Junction Road Jessup, MD. 20794

2. SECURED PARTY

Name L.B. Smith, Inc.Address P.O. Box 8658 Baltimore, MD. 21240RECORD FEE 10.00
POSTAGE .50
#415190 C489 R02 T13:01
04/16/92MARY M. ROSE
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENTA. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:D. Other: termination ☒
(Indicate whether amendment, termination, etc.)

One (1) Terex 82-50 s/n 64954

Dated

3/20/92

(Signature of Secured Party)

Business Manager
Bruce H. Dean L.B. Smith, Inc.
Type or Print Above Name on Above Line

BOOK 579 PAGE 386

STATEMENT OF CONTINUATION, TERMINATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

This statement refers to original financing statement, identifying FILE NO. 270856

RECORDED IN LIBER 520 FOLIO 477 ON 12/8/87 (DATE)

1. Debtor's name and address:

Corman Construction, Inc.
8111 Annapolis Junction Road
Jessup, MD 20794-0160

2. Secured party's name and address:

First Virginia Commercial Corporation
6400 Arlington Boulevard
Falls Church, VA 22042

3. Person and address to whom statement is to be returned if different from above:

4. Maturity date of obligation, if any

5. Statement of:

- ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, referred to above, is still effective.
- ☒ Terminations. The secured party certifies that he no longer claims a security interest under the financing statement referred to above.
- ☐ Partial Release. From the collateral described in the financing statement referred to above, the Secured Party releases the following: (list below)
- ☐ Assignment. The Secured Party certifies that he has assigned to the Assignee (whose name and address is shown below), his rights under the financing statement referred to above in the following property:
- ☐ Other:

RECORD FEE 10.00
POSTAGE .50
#415200 C489 R02 T13:01
04/16/92
MARY M. ROSE
AA CO. CIRCUIT COURT

First Virginia Commercial
Corporation (Bank)

Dated 3/26/92

By *[Signature]*
Harold V. Dellinger, II
Vice President

TYPE NAME AND TITLE

All Information Must Be Typewritten or Printed in Ink

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

ANNE ARUNDEL COUNTY
STATE CORPORATION COMMISSION

(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements

271067 521 340
12/21/87

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

CORMAN CONSTRUCTION, INC.
8111 ANNAPOLIS JUNCTION ROAD
JESSUP, MD 20794

Check the box indicating the kind of statement. Check only one box.

- ☐ ORIGINAL FINANCING STATEMENT
☐ CONTINUATION - ORIGINAL STILL EFFECTIVE
☐ AMENDMENT
☐ ASSIGNMENT
☐ PARTIAL RELEASE OF COLLATERAL

XX TERMINATION

RECORD FEE 10.00

Name & address of Secured Party

ASSOCIATES COMMERCIAL CORPORATION
8002 DISCOVERY DRIVE #420
RICHMOND, VA 22288

Name & address of Assignee

POSTAGE .50

#415210 C489 R02 T13:02
04/16/92

MARY M. ROSE

AA CO. CIRCUIT COURT

Date of maturity if less than five years

Check if proceeds of collateral are covered
()

Description of collateral covered by original financing statement

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Signature of Debtor if applicable (Date)

ASSOCIATES COMMERCIAL CORPORATION

Signature of Secured Party if applicable (Date)

Vivian K. [Signature]

STATE OF MARYLAND

BOOK 579 PAGE 388

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. XY 272337RECORDED IN LIBER 525 FOLIO _____ ON 4-5-1988 (DATE)

1. DEBTOR

Name Corman Construction Co.Address 8111 Annapolis Junction Road Jessup, MD. 20794

2. SECURED PARTY

Name L.B. Smith, Inc.Address P.O. Box 8658 Baltimore, MD. 21240RECORD FEE 10.00
POSTAGE .50
#415220 C489 R02 T13:02
04/16/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENTA. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:D. Other: Termination ☒
(Indicate whether amendment, termination, etc.)

Four (4) Terex Ts14B Scrapers s/n HS21207, HS21211, HS21222, and HS21238

Dated

3/20/92

(Signature of Secured Party)

Bruce H. Dean Business Manager
J.B. Smith, Inc.
Type or Print Above Name on Above Line

BOOK 579 PAGE 389

STATEMENT OF CONTINUATION, TERMINATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

This statement refers to original financing statement, identifying FILE NO. 272559

RECORDED IN LIBER 526 FOLIO 160 ON 4/27/88 (DATE)

1. Debtor's name and address:
Corman Construction, Inc.
8111 Annapolis Junction Road
Jessup, MD 20794-0160
2. Secured party's name and address:
First Virginia Commercial Corporation
6400 Arlington Boulevard
Falls Church, VA 22042
3. Person and address to whom statement is to be returned if different from above:

RECORD FEE 10.00
POSTAGE .50
#415230 C489 R02 T13:02
04/16/92
MARY M. ROSE
AA CO. CIRCUIT COURT

4. Maturity date of obligation, if any
5. Statement of:

- ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, referred to above, is still effective.
- ☒ Terminations. The secured party certifies that he no longer claims a security interest under the financing statement referred to above.
- ☐ Partial Release. From the collateral described in the financing statement referred to above, the Secured Party releases the following: (list below)
- ☐ Assignment. The Secured Party certifies that he has assigned to the Assignee (whose name and address is shown below), his rights under the financing statement referred to above in the following property:
- ☐ Other:

Q.L.

Dated 3/09/92

First Virginia Commercial
Corporation (Bank)
By *[Signature]*
Harold V. Dellinger, II
Vice President
TYPE NAME AND TITLE

All Information Must Be Typewritten or Printed in Ink

BOOK 579 PAGE 390

STATEMENT OF CONTINUATION, TERMINATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

This statement refers to original financing statement, identifying FILE NO. 272 810

RECORDED IN LIBER 526 FOLIO 599 ON 5/16/88 (DATE)

1. Debtor's name and address:
Corman Construction, Inc.
8111 Annapolis Junction Road, P.O. Box 160
Jessup, MD 20794-0160
2. Secured party's name and address:
First Virginia Commercial Corporation
6400 Arlington Boulevard
Falls Church, VA 22042
3. Person and address to whom statement is to be returned if different from above:

RECORD FEE 10.00
POSTAGE .50
#415240 C489 R02 T13:03
04/16/92
MARY M. ROSE
AA CO. CIRCUIT COURT

4. Maturity date of obligation, if any:
5. Statement of:

- ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, referred to above, is still effective.
- ☒ Terminations. The secured party certifies that he no longer claims a security interest under the financing statement referred to above.
- ☐ Partial Release. From the collateral described in the financing statement referred to above, the Secured Party releases the following: (list below)
- ☐ Assignment. The Secured Party certifies that he has assigned to the Assignee (whose name and address is shown below), his rights under the financing statement referred to above in the following property:
- ☐ Other:

First Virginia Commercial
Corporation (Bank)

Dated 3/19/92

By *[Signature]*
Harold V. Dellinger, II
Vice President

TYPE NAME AND TITLE

All Information Must Be Typewritten or Printed in Ink

BOOK 579 PAGE 391

STATEMENT OF CONTINUATION, TERMINATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

273370

This statement refers to original financing statement, identifying FILE NO. _____

RECORDED IN LIBER 528 FOLIO 464 ON 6/21/88 (DATE)

1. Debtor's name and address:
Corman Construction, Inc.
8111 Annapolis Junction Road, P.O. Box 160
Jessup, MD 20794-0160
2. Secured party's name and address:
First Virginia Commercial Corporation
6400 Arlington Boulevard
Falls Church, VA 22042
3. Person and address to whom statement is to be returned if different from above:

RECORD FEE 10.00
POSTAGE .50
#415250 C489 R02 T13:03
04/16/92
MARY M. ROSE
AA CO. CIRCUIT COURT

4. Maturity date of obligation, if any: _____
5. Statement of:

- ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, referred to above, is still effective.
- ☒ Terminations. The secured party certifies that he no longer claims a security interest under the financing statement referred to above.
- ☐ Partial Release. From the collateral described in the financing statement referred to above, the Secured Party releases the following: (list below)
- ☐ Assignment. The Secured Party certifies that he has assigned to the Assignee (whose name and address is shown below), his rights under the financing statement referred to above in the following property:
- ☐ Other:

First Virginia Commercial
Corporation (Bank)
By Harold V. Dellinger, II
Vice President
TYPE NAME AND TITLE

Dated 3/19/92

All Information Must Be Typewritten or Printed in Ink

BOOK 579 PAGE 392

STATEMENT OF CONTINUATION, TERMINATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

This statement refers to original financing statement, identifying FILE NO. 273514

RECORDED IN LIBER 529 FOLIO 29 ON 6/29/88 (DATE)

1. Debtor's name and address:
Corman Construction, Inc.
8111 Annapolis Junction Rd., Box 160
Jessup, MD 20794-0160
2. Secured party's name and address:
First Virginia Commercial Corporation
6400 Arlington Boulevard, Falls Church, VA 22042
3. Person and address to whom statement is to be returned if different from above:
4. Maturity date of obligation, if any:
5. Statement of:
 - ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, referred to above, is still effective.
 - ☒ Terminations. The secured party certifies that he no longer claims a security interest under the financing statement referred to above.
 - ☐ Partial Release. From the collateral described in the financing statement referred to above, the Secured Party releases the following: (list below)
 - ☐ Assignment. The Secured Party certifies that he has assigned to the Assignee (whose name and address is shown below), his rights under the financing statement referred to above in the following property:
 - ☐ Other:

RECORD FEE 10.00
POSTAGE .50
#415260 C489 R02 T13:04
04/16/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Dated 3/19/92

First Virginia Commercial
Corporation (Bank)
By *[Signature]*
Harold V. Dellinger, II
Vice President
TYPE NAME AND TITLE

All Information Must Be Typewritten or Printed in Ink

STATE OF MARYLAND

Anne Arundel County
C-02-06251

BOOK 579 PAGE 393

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 275568

RECORDED IN LIBER 535 FOLIO 160 ON 12/5/88 (DATE)

1. DEBTOR

Name Corman Construction, Inc.

Address 12001 Guilford Road Jessup, MD 20794

RECORD FEE 10.00
POSTAGE .50
#415270-0489 R02 T13:04
04/16/92
MARY H. ROSE
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.

Address Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENTA. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:D. Other: ☒ XXX
(Indicate whether amendment, termination, etc.)

TERMINATION

RECEIVED
92 FEB 27 AM 11 45
STATE DEPT. OF
ASSESSMENTS & TAXATION

First Interstate Credit Alliance, Inc.

Dated _____



(Signature of Secured Party)

FRANKIE TETLOW, ASST. OPER. MGR.

Type or Print Above Name on Above Line

BOOK 573 PAGE 394

STATEMENT OF CONTINUATION, TERMINATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

This statement refers to original financing statement, identifying FILE NO. 276082

RECORDED IN LIBER 536 FOLIO 600 ON 1/18/89 (DATE)

1. Debtor's name and address:
Corman Construction, Inc.
12001 Guilford Road
Jessup, MD 29794-0160

2. Secured party's name and address:
First Virginia Commercial Corporation
6400 Arlington Boulevard
Falls Church, VA 22042

3. Person and address to whom statement is to be returned if different from above:

RECORD FEE 10.00
POSTAGE .50
#415280 C489 R02 T13:04
04/16/92
MARY M. ROSE
AA CO. CIRCUIT COURT

4. Maturity date of obligation, if any:

5. Statement of:

- ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, referred to above, is still effective.
- ☒ Terminations. The secured party certifies that he no longer claims a security interest under the financing statement referred to above.
- ☐ Partial Release. From the collateral described in the financing statement referred to above, the Secured Party releases the following: (list below)
- ☐ Assignment. The Secured Party certifies that he has assigned to the Assignee (whose name and address is shown below), his rights under the financing statement referred to above in the following property:
- ☐ Other:

(G.L.)

Dated March 19, 1992

First Virginia Commercial
Corporation (Bank)
By *[Signature]*
Harold V. Dellinger, II
Vice President
TYPE NAME AND TITLE

All Information Must Be Typewritten or Printed in Ink

STATE OF MARYLAND

BOOK 579 PAGE 395

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 276531

BOOK PAGE
RECORDED IN ~~BOOK~~ 538 ~~PAGE~~ 432 ON March 08, 1989 (DATE)

1. DEBTOR

Name CORMAN CONSTRUCTION, INC.

Address 8111 Annapolis Junction Rd., Jessup, MD 20794

RECORD FEE 10.00
POSTAGE .50
#415290 C489 R02 T13:05
04/16/92
MARY M. ROSE
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name STATE EQUIPMENT, DIV. SECORP NATIONAL, INC.

Address 1400 Joh Avenue, Baltimore, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

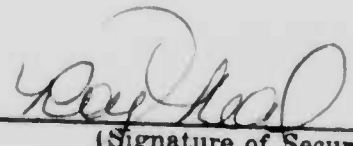
3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENTA. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:D. Other: ☒ XXX
(Indicate whether amendment, termination, etc.)

TERMINATION

One (1) Dresser Model TD20G SN: 35043

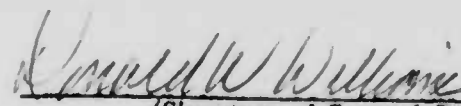
Dated March 27, 1992


(Signature of Secured Party)

Roy Neal - V.P. Sales

Type or Print Above Name on Above Line

Dated March 20, 1992


(Signature of Secured Party)

Donald W. Williams

Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 278385

RECORDED IN LIBER 545 FOLIO 278 ON 8-29-89 (DATE)

1. DEBTOR

Name Corman ConstructionAddress 12001 Guilford Road Annapolis, Maryland 20701

2. SECURED PARTY

Name Gardiner Equipment Co., Inc.Address P. O. Box 37Waldorf, Maryland 20604-0037

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00

POSTAGE .50

H415300 C489 R02 T13:05

04/16/92

MARY M. ROSE

AA CO. CIRCUIT COURT

8. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Termination
(Indicate whether amendment, termination, etc.)

1 New John Deere 710C Loader Backhoe, S/N 759550

Dated March 20, 1992

Donald W. Williams
(Signature of Secured Party)

Donald W. Williams

Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 279112

RECORDED IN LIBER 548 FOLIO 097 ON 11/09/89 (DATE)

1. DEBTOR

Name Corman Construction

Address 12001 Guilford Road Annapolis Junction MD 20701

2. SECURED PARTY

Name Gardiner Equipment Co., Inc.

Address P. O. Box 37

Waldorf, Maryland 20604-0037

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00

POSTAGE .50

#415310 C489 R02 T13:06

04/16/92

MARY M. ROSE

AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
 The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
 From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
 The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Termination ☒
 (Indicate whether amendment, termination, etc.)

1 New John Deere 450G Crawler Loader, S/N 756221

Dated 3-20-92

Donald W. Williams
 (Signature of Secured Party)

Donald W. Williams
 Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 579 PAGE 398

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 284531BOOK PAGE
RECORDED IN ~~INDEX~~ 572 ~~XXXX~~ 132 ON 9/10/91 (DATE)

1. DEBTOR

Name CORMAN CONSTRUCTIONAddress 12002 Guilford Rd., Annapolis Junction, MD 20701

2. SECURED PARTY

Name FURNIVAL/STATE MACHINERY COMPANYAddress 1400 Joh Avenue, Baltimore, MD 21227RECORD FEE 10.00
POSTAGE .50
#415320 C489 R02 T13:06
04/16/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENTA. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:D. Other: ☒ XXX
(Indicate whether amendment, termination, etc.)

TERMINATION

One Komatsu PC05-5 Hydraulic Excavator
Serial # 11005Dated March 27, 1992

(Signature of Secured Party)

Roy Neal, V.P. Sales

Type or Print Above Name on Above Line

FINANCING STATEMENT

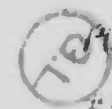
Not subject to recordation tax

1. Name of Debtor(s): Cereal Technologies Jersey, Ltd.
Address: 412 Headquarter Drive, Suite 6
Millersville, Maryland 21108

2. Name of Secured Party: Annapolis Banking & Trust Company
Address: P.O. Box 311
Annapolis, Maryland 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

RECORD FEE 11.00



POSTAGE .50

4260140 0263 R01 T14:15

04/16/92

4. This Financing Statement covers the following types (or items) of property:

All accounts receivable; now or hereafter created

MARY M. ROSE

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to:

33 CO. CIRCUIT COURT

Debtor(s):

Cereal Technologies Jersey, Ltd.

[Signature]

[Signature]

Secured Party:

Annapolis Banking & Trust Company

(Type Name of Dealership)

[Signature]
(Authorized Signature)

John P. Koehler, Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

Clerk of Court, Anne Arundel County
Financing Statement Records
Court House
7 Church Circle
Annapolis, Maryland 21401

BOOK 579 PAGE 400

286124

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

Chesapeake Hearing Centers, Inc.
572-D Ritchie Highway
Severna Park, Maryland 21146

2. NAME AND ADDRESS OF SECURED PARTY:

The Annapolis Banking and Trust Company
1824 George Avenue
Annapolis, Maryland 21401

3. This Financing Statement covers all:

- ☒ Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.
- ☐ Inventory, raw materials, etc., including after acquired and proceeds.
- ☐ Accounts, including after acquired, and proceeds.
- ☒ Contract rights, including after acquired, and proceeds.
- ☐ Right, title and interest in and to the liquor license issued with respect to the premises located at _____, and all renewals thereof.
- ☐ Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.
- ☐

RECORD FEE 11.00

POSTAGE .50

#360150 0267 001 114115

04/16/92



MARY M. ROSE

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: _____

AA CO. CIRCUIT COURT

5. This transaction is ☒ , is not ☐ exempt from the recordation tax.
Principal amount of the Debt is \$ _____.

SECURED PARTY:

The Annapolis Banking and Trust Company

BY: John P. Koehler

John P. Koehler, Vice President
(Type Name and Title)

DEBTOR:

Chesapeake Hearing Centers, Inc.

Charles L. Nutto, President

[Signature]

AFTER RECORDATION RETURN TO: The Annapolis Banking and Trust Company
1824 George Avenue
Annapolis, Maryland 21401

PARTIES

Debtor name (last name first if individual) and mailing address:

DAN E. THOMPSON
ALADDIN MHP LOT #83
JESSUPMD212271

Debtor name (last name first if individual) and mailing address:

DEBORAH A. THOMPSON
ALADDIN MHP LOT #83
JESSUPMD212271a

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:

KONA MH BROKERS & ASSOC., INC.

1602 JOHN ROSS LANE/PO BOX 540
CROWNSVILLE, MD210322

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
WOODBIDGEVA221922a

Special Types of Parties (check if applicable):

☐ The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.

☐ The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.

☐ Debtor is a Transmitting Utility.

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):

☐ acquired after a change of name, identity or corporate structure of the Debtor.

☐ as to which the filing has lapsed.

☐ already subject to a security interest in another county in Pennsylvania:

☐ when the collateral was moved to this county.

☐ when the Debtor's residence or place of business was moved to this county.

☐ already subject to a security interest in another jurisdiction:

☐ when the collateral was moved to Pennsylvania.

☐ when the Debtor's location was moved to Pennsylvania.

☐ which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
(required only if box(es) is checked above):

KONA MH BROKERS & ASSOC., INC.
Diana D. Thught, Agent

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing

286125

Filing No. (by filing officer):
Date, Time, Filing Office (stamped by filing officer):
BOOK573PAGE401

5

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box)

☐ Secretary of the Commonwealth.

☐ Prothonotary of _____ County

☐ real estate records of _____ County

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters):

COLLATERAL

Identify collateral by item and/or type:
1988 IMPERIAL HOMES, INC.
28 X 60 SERIAL# 882394
AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT OR INSTALLMENT LOAN AGREEMENT. THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.(i) OR 04/16/92 THE STATE LAW EQUIVALENT STATUTE.
☐ (check only if desired) Products of the collateral are also covered

Identify related real estate, if applicable. The collateral is, or includes (check applicable box(es)):

☐ crops growing or to be grown on -

☐ goods which are or are to become fixtures on -

☐ minerals or the like (including oil and gas) as extracted on -

☐ accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:
Described at Book _____ of (check one) ☐ Deeds ☐ Mortgages, at Page(s) _____ for _____ County Uniform Parcel Identifier _____
☐ Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

DEBTOR SIGNATURE(S)

Debtor Signature(s):
1 DAN E. THOMPSON
1a DEBORAH A. THOMPSON
1b
RETURN RECEIPT TO:
GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBIDGEVA22192

286126

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- ☐ Not subject to Recordation Tax
☐ Subject to Recordation Tax; Principal Amount is \$ _____
☒ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
<u>Lewis Auto Electric, Inc.</u>	<u>THE FIRST NATIONAL BANK OF MARYLAND</u>
(Name)	Attn: <u>June R. Hornick</u>
<u>P. O. Box 3725</u>	(Name of Loan Officer)
(Address)	<u>18 West St.</u>
<u>Crofton, Maryland 21114</u>	(Address)
	<u>Annapolis, Maryland 21401</u>

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

ALL ASSETS

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance, all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

1230 Cronson Blvd., Crofton, Maryland 21114
 Record Owner, if different from the Debtor: _____

3. ☐ Products of the collateral are also specifically covered.
 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
<u>Lewis Auto Electric, Inc.</u> (Seal)	_____ (Seal)
X <u>Thomas P. Lewis, Jr.</u> (Seal)	<u>XXXXXXXXXXXXXXXXXXXXXXXXXXXX</u> (Seal)
(Signature)	(Signature)
<u>Thomas P. Lewis, Jr., President</u>	<u>XXXXXXXXXXXXXXXXXXXXXXXXXXXX</u>
(Print or Type Name)	(Print or Type Name)

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated March 27, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Brumwell's Inc. M-37876-1

Address 4013 Mountain Road, Pasadena, MD 21122

2. SECURED PARTY

Name Alban Tractor Co., Inc.

P O Box 9595

Address Baltimore, MD 21237

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One (1) Caterpillar 953 Track Loader 20Z03976

NOT SUBJECT TO RECORDATION TAX - SOLD FROM INVENTORY

RECORD FEE 11.00

POSTAGE .50

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

04/16/92

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

AA CO. CIRCUIT COURT

☐ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

Brumwell's Inc.

(Signature of Debtor)

Alban Tractor Co., Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

Product Leasing Partners 1991

General Partner

(Signature of Debtor)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

First Bank National Association
Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 286128

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Product Leasing Partners-1991 c/o Leasetec Corporation

Address 1401 Pearl Street Boulder, CO 80302

2. SECURED PARTY

Name First Bank National Association

RECORD FEE 12.00

Address 1st Bank Place, 120 S. 6th Street

Minneapolis, MN 55450

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

POSTAGE .50

4. This financing statement covers the following types (or items) of property: (list)

#159070 C263 R01 T12:12

Idea Courier electronic data processing equipment, including certain equipment and associated proceeds covered by lease agreements with lessees as listed on attached sheets. Serial numbers of covered equipment are on file at offices of Leasetec Corporation.

Name and address of Assignee

04/10/92

MARY M. ROSE

AA CO. CIRCUIT COURT

(IDEA #77A) (MD-Anne Arundel)

True Lease-not subject to recordation tax. Does not create security interest.

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

(Signature of Debtor)

Product Leasing Partners 1991

General Partner

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

First Bank National Association

Type or Print Above Signature on Above Line

ATTACHMENT TO UCC-1

IDEA COURIER EQUIPMENT
PLP '91

Lessee		City	State	County
KILSEY-ROBERTS	K4400/3442NN	HANOVER	MD	ANNE ARUNDEL

FINANCING STATEMENT
AND SECURITY AGREEMENT

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es): (last name first) Family Kitchens, Inc. 8541 Fort Smallwood Road Pasadena, Maryland 21122	2. SECURED PARTY THE ZAMOISKI CO. 3000 Waterview Avenue Baltimore, Maryland 21230
--	--

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

11.00

.50

FOI T11:51

04/16/92

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

Family Kitchens, Inc.

SECURED PARTY:

(Type Name)
Otto H. Backhaus, President

THE ZAMOISKI CO.

By: _____ (SEAL)

By: _____

By: _____ (SEAL)

(Date Signed by Debtor)

19

92

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
MD, VA, DC, PA - Inventory

115

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party, and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations, Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

PARTIES

Debtor name (last name first if individual) and mailing address:

MARY M. PIERCE
21 BEACHCREST ESTATES
JESSUP MD 20770 1

Debtor name (last name first if individual) and mailing address:

21 BEACHCREST ESTATES
JESSUP MD 20770 1a

Debtor name (last name first if individual) and mailing address:

1b

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:

KONA MH BROKERS & ASSOC., INC.
1602 JOHN ROSS LANE/PO BOX 540
CROWNSVILLE MD 21032 2

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBIDGE VA 22192 2a

Special Types of Parties (check if applicable):

☐ The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.

☐ The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.

☐ Debtor is a Transmitting Utility

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):

a ☐ acquired after a change of name, identity or corporate structure of the Debtor.

b ☐ as to which the filing has lapsed.

c already subject to a security interest in another county in Pennsylvania-
☐ when the collateral was moved to this county.
☐ when the Debtor's residence or place of business was moved to this county.

d already subject to a security interest in another jurisdiction-
☐ when the collateral was moved to Pennsylvania.
☐ when the Debtor's location was moved to Pennsylvania.

e ☐ which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
(required only if box(es) is checked above):

KONA MH BROKERS & ASSOC., INC.
Diana Thigbent - agent

STANDARD FORM - FORM UCC-1 (7-89)
Approved by Secretary of Commonwealth of Pennsylvania

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer): Date, Time Filing Office (stamped by filing officer):

BOOK 579 PAGE 408 286130

5

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box)

☐ Secretary of the Commonwealth. County

☐ Prothonotary of County

☐ real estate records of County

Number of Additional Sheets (if any): 6

Optional Special Identification (Max. 10 characters): 7

8

COLLATERAL

Identify collateral by item and/or type:

1988 FLINTSTONE HOMES AND INCLUDING
14 X 48 SERIAL# W20AS0424GA
ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES
THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE
ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR
PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT
OR INSTALLMENT LOAN AGREEMENT. THIS FINANCING
STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY
HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.(i) OR
THE STATE LAW EQUIVALENT STATUTE.

☐ (check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es)):

a ☐ crops growing or to be grown on -

b ☐ goods which are or are to become fixtures on -

c ☐ minerals or the like (including oil and gas) as extracted on -

d ☐ accounts resulting from the sale of minerals or the like (including oil and gas) at the minehead on -

the following real estate:

Street Address: *AA CO. CIRCUIT COURT*

Described at: Book of (check one) ☐ Deeds ☐ Mortgages, at Page(s) *91*

for County Uniform Parcel Identifier

☐ Described on Additional Sheet

Name of record owner (required only if no Debtor has an interest of record):

DEBTOR SIGNATURE(S)

Debtor Signature(s):

1 MARY M. PIERCE *Mary M. Pierce*

1a

1b

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
WOODBIDGE VA 22192

12

FILING OFFICE ORIGINAL
NOTE - This page will not be returned by the Department of State.

REORDER FROM
Registre, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN, 55303
(612) 421-1713

To be recorded in the Land Records,
in Financing Statement Records and
with State Department of Assessments
and Taxation

286131

Not subject to recordation tax: This financing statement perfects a security interest created by a lease of seven (7) years or less, which is not required to be recorded under Section 3-101 of the Real Property Article (See Section 12-108(v) of the Tax Property Article).

FINANCING STATEMENT

1. Debtors: C.F. Taylor and
Eva Taylor

Address of Debtor[s]: 8491 Ft. Smallwood Road
Pasadena, MD 21122

2. Secured Party: Riviera Plaza Associates,
a Maryland limited partnership

Address of Secured Party: 300 Water Street
Baltimore, MD 21202

RECORD FEE 17.00
POSTAGE .50

3. This Financing Statement covers all of the Debtors' right, title and interest in and to:

APR 16 1992 11:47

04/16/92

3.1. All equipment, machinery, apparatus, fittings, building materials, goods, inventory, and fixtures and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the premises which is hereinafter described and used or usable in connection with any present or future operation of such premises and now owned or hereafter acquired by the Debtor[s], including, by way of example, rather than of limitation, all goods, inventory, equipment, fixtures and all personal property and all proceeds of the foregoing, and all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishing, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of

M. ROSE
CIRCUIT COURT

17-
50

any building or appurtenant facilities erected or to be erected in or upon such premises; provided, that this Financing Statement does not cover any right, title or interest in any such real or personal property, if and to the extent that such right, title or interest is held by a person or entity other than the Debtor[s] [or any of them].

3.2. All earnings, revenues, rents, issues, profits and other income of and from said premises and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtors.

4. The aforesaid items are included as security in a Lease Agreement, dated as of February 26, 1992, by and between the Secured Party, as Landlord, and the Debtors, as Tenant, which Lease Agreement has a Term of seven (7) years or less, which is not required to be recorded under Section 3-101 of the Real Property Article.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. Said premises consists of all of that demised premises located in Riviera Plaza Shopping Center, which premises is more particularly described as the "Premises" in said Lease Agreement. Said premises is shown crosshatched in red on the plat attached as Exhibit A. The Secured Party is the record owner of said premises and shopping center.

7. This Financing Statement is being given by the Debtors to the Secured Party as security for the performance by the Debtors of its obligations under said Lease Agreement. The Debtors and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtor[s'] performance of its obligations under the provisions of such Lease Agreement, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended). The Lien granted hereunder shall be in addition to any "Landlord's lien" that may now or at any time hereafter be provided by law.

Debtors:

C. F. Taylor
C.F. Taylor

Eva J. Taylor
Eva Taylor

Date: 3/29/92 , 1992

BOOK 579 PAGE 411

To the Filing Officer: After this Statement has been recorded,
please mail the same to Jayme F. Abrams, 300 Water Street,
Baltimore, Maryland 21202.

m:\m\r\fantasti.fin

FINANCING STATEMENT

BOOK 579 PAGE 412

by

C.F. Taylor and Eva Taylor

and

Riviera Plaza Associates, Secured Party

EXHIBIT A

Plat of premises





83989-41

This FINANCING STATEMENT is presented for filing pursuant to the Uniform Commercial Code.

1 LESSEE (LAST NAME FIRST - IF AN INDIVIDUAL) BOOK 578 PAGE 413 Car Doc, Inc.		1A SOCIAL SECURITY OR FEDERAL TAX NO 286132	
1B MAILING ADDRESS 2633 Old Annapolis Rd.		1C CITY STATE Hanover, MD	1D ZIP CODE 21076
2 ADDITIONAL LESSEE (IF ANY) (LAST NAME FIRST - IF AN INDIVIDUAL)		2A SOCIAL SECURITY OR FEDERAL TAX NO	
2B MAILING ADDRESS		2C CITY STATE	2D ZIP CODE
3 LESSEE'S TRADE NAMES OR STYLES (IF ANY)		3A FEDERAL TAX NUMBER	
4 LESSOR NAME Dallas Leasing Group LTD MAILING ADDRESS 2001 Butterfield Road CITY Downers Grove STATE IL ZIP CODE 60515		4A SOCIAL SECURITY NO., FEDERAL TAX NO OR BANK TRANSIT AND A.B.A. NO	
5 ASSIGNEE OF LESSOR (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A SOCIAL SECURITY NO., FEDERAL TAX NO OR BANK TRANSIT AND A.B.A. NO	

6 This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).

Lease # 115976 SEE ATTACHED FOR STATEMENT OF COLLATERAL.

NOT SUBJECT TO A RECORDATION TAX

This filing is to perfect
a security interest taken or
retained by a seller of collateral
to ensure all or part of its price.

RECORD FEE 11.00
POSTAGE .50
#350740 0263 R01 711:34
04/16/92

7 CHECK IF APPLICABLE <input checked="" type="checkbox"/>	7A PRODUCTS OF COLLATERAL ARE ALSO COVERED <input checked="" type="checkbox"/>	7B LESSEE'S SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5(a) ITEM <input type="checkbox"/>	MARY M. ROSE AA CO. CIRCUIT COURT
8 CHECK IF APPLICABLE <input checked="" type="checkbox"/>	LESSEE IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC SECTION 9105 (1) (n) <input type="checkbox"/>		
9 X	DATE	10 THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)	
SIGNATURE (S) OF LESSEE (S) Car Doc, Inc. <i>James Oberman</i>		1 2 3 4 5 6 7 8 9 0 <i>115</i>	
TYPE OR PRINT NAME (S) OF LESSEE (S)			
SIGNATURE (S) OF LESSOR (S) Dallas Leasing Group LTD <i>James Oberman</i>			
TYPE OR PRINT NAME (S) OF LESSOR (S)			
11. RETURN COPY TO: NAME DATA FILE SERVICES, INC. ADDRESS P.O. BOX 275 CITY VAN NUYS, CA 91408-0275 STATE ZIP CODE TEL: (818)909-2200 FAX: (818)909-4717			

FORM UCC-1

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here ☐

This financing statement Dated 3-31-92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ottaway C. RidgleyAddress 1033 Marlboro Rd. Lothian, Md. 20711

2. SECURED PARTY

Name John Deere Company a Division of Deere and CompanyAddress P.O. Box 65090 West Des Moines, Iowa 50265

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) 10-1-95

4. This financing statement covers the following types (or items) of property: (list)

1-John Deere 1217 Mower Conditioner
Serial # E01217X889448

RECORD FEE 11.00

288270 0263 R01 110138

04/16/92

MARY M. ROSE

AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

(Signature of Debtor)

Ottaway C. Ridgley

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

STATE OF MARYLAND

BOOK 579 PAGE 415

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO 271188

RECORDED IN LIBER 521 FOLIO 506 ON 1-6-88 (DATE)

1. DEBTOR

Name PETER J. HOPPA

Address 1185 CLAIRE DRIVE - CROWNSVILLE, MD 21032

2. SECURED PARTY

Name J I CASE CREDIT CORP

Address P O BOX 292 RACINE, WI 53401

RECORD FEE 10.00

Person And Address To Whom Statement Is To Be Returned If Different From Above .50

3. Maturity date of obligation (if any)

4358280 0263 RD1 T10:37

04/16/92

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
(Indicate whether amendment, termination, etc.)

TERMINATION

Dated 4-9-92

(Signature of Secured Party)

JI CASE CREDIT CORP-TERRY THOMAS-SEC
Type or Print Above Name on Above Line

STATEMENT OF PARTIAL RELEASE
(U.C.C.-3)

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code and refers to the original Financing Statement filed in the Financing Statement Records of the Clerk of the Circuit Court for Anne Arundel County, Maryland, bearing Identifying File No. 276016, Liber 536, Folio 429, filed on January 12, 1989 (the "Financing Statement").:

1. **DEBTOR:** RUPPERT BROTHERS OF MARYLAND, INC.
479 Jumpers Hole Road
Severna Park, Maryland 21140
Attn: David P. Ruppert
2. **SECURED PARTY:** FIRST AMERICAN BANK OF MARYLAND
8401 Colesville Road
Silver Spring, Maryland 20910
Attn: Donald P. Howard
3. **PARTIAL RELEASE.** The Secured Party partially releases the collateral described in item 4 from the Financing Statement.
4. All inventory, equipment, and other property as more fully set out in the Bill of Sale between RUPPERT BROTHERS OF MARYLAND, INC. and INFORMATION SYSTEMS CORPORATION, a Virginia corporation, dated March 20, 1992, a copy of which is attached hereto. No other collateral is released.

Number of additional sheets presented: 4

RECORD FEE 20.00

POSTAGE .50

SECURED PARTY:

FIRST AMERICAN BANK OF MARYLAND

MARY M. ROSE

ANNE ARUNDEL COUNTY CIRCUIT COURT

By: [Signature]
Name: Betty Cooper
Title: AVP

TO FILING OFFICER: After this Statement has been recorded, please return to:

Joseph H. Carrington, Esquire
HIRSCHLER, FLEISCHER, WEINBERG, COX & ALLEN, P.C.
The Federal Reserve Bank Building
701 East Byrd Street
Richmond, Virginia 23219

BILL OF SALE

FOR VALUE RECEIVED, RUPPERT BROTHERS OF MARYLAND, INC., a Maryland corporation (the "Seller"), hereby sells and conveys to INFORMATION SYSTEMS CORPORATION, a Virginia corporation (the "Purchaser"), the Seller's entire right, title and interest in and to the following assets (collectively, the "Assets"): any and all furniture, fixtures, equipment, machinery, supplies, vehicles, and other tangible personal properties of the Seller listed on Exhibit A to that certain Asset Purchase Agreement dated March 20, 1992, by and between the Purchaser and the Seller (the "Asset Purchase Agreement").

All of the representations and warranties made by the Seller in the Asset Purchase Agreement are incorporated herein by this reference and are hereby confirmed and ratified as true and accurate. The Seller represents and warrants that it has good and marketable title to and the right to sell, transfer, and convey to the Purchaser, its successors and assigns, all of the Assets, subject only to those liens held by First American Bank of Maryland and Owens-Corning Fiberglas Corporation, a Delaware corporation (together the "Secured Creditors") or Maryland National Bank.

Each of the Secured Creditors hereby releases any security interest or other interest or claim that it may have in the Assets and joins in the execution of this Bill of Sale solely to evidence such release; provided, however, that the Secured Creditors shall not release any security interest that they may have in the proceeds of the Assets, including but not limited to the purchase price payment to the Seller as paid under the Asset Purchase Agreement, which represents proceeds of the Assets arising from the sale of the Assets to the Purchaser. Each of the Secured Creditors shall promptly take such actions and shall promptly execute and deliver to the Purchaser statements under the Uniform Commercial Code to completely release their security interests in the Assets.

WITNESS the following signatures this 20th day of March, 1992.

SELLER:

RUPPERT BROTHERS OF MARYLAND, INC.,
a Maryland corporation

By: D. J. P. Rupert
Title: Pres

BOOK 579 418

PURCHASER:

**INFORMATION SYSTEMS CORPORATION,
a Virginia corporation**

By: Robert Butler
Title: Pres

SECURED CREDITORS:

FIRST AMERICAN BANK OF MARYLAND,

By: Jeffrey L. Cooper
Title: AVP

**OWENS-CORNING FIBERGLAS
CORPORATION, a Delaware corporation**

By: C. Jackson Snyder
Title: C. JACKSON SNYDER
ASSISTANT TREASURER

EXHIBIT A

RUPPERT BROS. OF MD., INC.

OFFICE FURNITURE & FIXTURES:

BOOK VALUE

File Cabinets	\$257.52
AT&T Spirit System	\$2,180.37
Secretarial chairs, desks, returns, file drawers	\$1,830.83
Executive desk, conference furniture	\$3,562.52
Computer equipment	\$1,646.08
Sharp Facsimile equipment	\$1,160.56
Miscell. pictures	\$276.67
Copiers, cabinets, etc.	\$4,139.24
Typewriter, miscell. equipment	\$232.06

\$15,285.87

\$ 5000.00

RUPPERT BROS. OF MD.

- 1 solid teak conference table
- 1 solid teak desk
- 1 solid teak credenza
- 8 chairs for conference table
- 2 chairs
- 5 teak desks
- 5 teak returns
- 6 teak two drawer files
- 1 5 drawer lateral file *
- 5 4 drawer lateral files *
- 3 data cabinets 1 drawer * some files damaged
- 2 3 drawer data cabinets *
- miscellaneous other files and chairs
- miscellaneous pictures, etc.

- 1 Spirit ATT Telephone System (11 phones)
- 1 Sharp FO3200 Fax
- 1 Canon NP3525 Copier
- 1 Harris 3M copier, Model 6215
- 2 Mannesmann Tally 490 Printers
- 1 NEC 3550 Printer
- 1 Citizen Premier Printer
- 1 Silver Reed typewriter
- 5 Wyse Terminals
- 1 AT&T 3B2/310
- 1 AT&T XM
- 1 Penril Datalink 9600
- 1 Telebit Trailblazer Plus

FR

BOOK 579 PAGE 421

FINANCING STATEMENT

286134

1. To Be Recorded in the Land Records.
2. X To Be Recorded among the Financing Statement Records.
3. X Not subject to Recordation Tax.
4. Subject to Recordation Tax on an initial debt in the principal amount of . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of .

5.	Debtor's Name	Address
	Romeo A. Ferrer	300 Hospital Drive Suite 128 Glen Burnie, Maryland 21261

6.	Secured Party	Address
	First National Bank of Maryland	18 West Street Annapolis, MD 21401

7. This Financing Statement covers and Debtor hereby grants to the Secured Party a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

All Machines, Apparatus, Equipment Fixtures and Articles of Personal Property. All of the machines, apparatus, equipment, fixtures and articles of personal property of Debtor, both now owned and hereafter acquired, now or hereafter located on the Property described in Paragraph 8, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now or hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

8. All or a portion of the property described above is affixed or is to be affixed to on the real estate described on Exhibit A attached hereto and made a part hereof by reference.

DEBTOR:

SECURED PARTY:

FIRST NATIONAL BANK OF MARYLAND

Romeo A. Ferrer
Romeo A. Ferrer

BY: Stephanie P. Yancy
Stephanie P. Yancy,
Vice President

Address where Collateral
will be located:

Unit 128, North Arundel
Executive Building
Professional Office Condominium
300 Hospital Drive
Suite 128
Glen Burnie, Maryland 21261

Mr. Clerk: Please return to Jerold A. Moses, Esq., Blumenthal, Wayson, Offutt, Klos & Delavan, P.A., 121 Cathedral Street, P.O. Box 868, Annapolis, Maryland 21404.

J/S.21
46780ms.fin

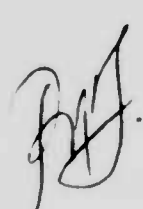
Mail to

EXHIBIT A

BOOK 578 PAGE 422

BEING KNOWN AND DESIGNATED AS Unit Numbered 128 in a Condominium styled "Plat of North Arundel Executive Building Professional Office Condominium" as per plat thereof recorded in Condominium Plat Book E 25 plat 49 and 50 and Plat Book E 26 plat 1 among the Land Records of Anne Arundel County. Being part of the land and premises declared to be subject to a Horizontal Property Condominium Regime by a certain Declaration recorded August 9, 1984 in Liber 3771 folio 82\11 among the Land Records of Anne Arundel County, Maryland. Together with the facilities, appurtenances and the undivided percentage interest in the common elements of said condominiums appurtenant thereto as set out and defined in said Declaration and annexed Bylaws recorded August 9, 1984 in Liber 3771 at folio 827 among the Land Records of Anne Arundel County, Maryland.

BEING the same property described in a Deed dated August 24, 1984 and recorded among the Land Records of Anne Arundel County in Liber 3801, folio 310 from North Arundel Development Corporation, Inc. unto Romeo A. Ferrer.



J/S. 21
46780ms.exe

BOOK 579 PAGE 423

286135

TO BE RECORDED IN THE NOT SUBJECT TO RECORDATION TAX
FINANCING STATEMENT RECORDS
OF ANNE ARUNDEL COUNTY

FINANCING STATEMENT

1. Debtor: Address:
FOREST MEADOWS c/o Theresa A. Brinker
PARTNERSHIP 15302 Merrifield Court
a Maryland general partnership Silver Spring, Maryland 20906

2. Secured Party: Address:
SECOND NATIONAL FEDERAL P. O. Box 2558
SAVINGS BANK Salisbury, MD 21801
ATTN: Marion J. Minker, Jr.

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, inventory, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in **Exhibit "A"** or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of

14-50

insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any development of or business conducted on the property.

4. The aforesaid items covered by this Financing Statement are included as security in the Revolving Loan Second Deed of Trust dated February 27, 1991, recorded among the Land Records of Anne Arundel County, Maryland in Liber No. 5268, folio 230 and the Modification of Revolving Loan Second Deed of Trust of even date reflecting the additional sum of \$401,700.00 to be secured by said Revolving Loan Second Deed of Trust as evidenced by the Restated Deed of Trust Promissory Note in the amount of \$700,000.00 of even date, said Modification Agreement between the Secured Party and the Debtor intended to be recorded among the Land Records of the Anne Arundel County.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached **Exhibit "A"**.

Debtor:

FOREST MEADOWS PARTNERSHIP
a Maryland general partnership

BY: Theresa A. Brinker (SEAL)
Theresa A. Brinker,
Authorized General Partner

Return to:
Jac. C. A. Moss,
BLUMENTHAL, WAYSON, DOWNS AND OFFUTT, P.A.
BOX 868
ANNAPOLIS, MARYLAND 21404-0868
Mail to

Dated: March 10, 1992
s46008ms.fin

EXHIBIT "A"
LEGAL DESCRIPTION

All that property located in Anne Arundel County described as follows:
BEING KNOWN AND DESIGNATED AS Lots One (1) through Thirty (30), inclusive, an area designated "Open Space & Storm Water Management Area", an area designated "widening strip" and an area designated "Recreation Area", all as shown on a Plat of Resubdivision entitled "BEACON VIEW RESUBDIVISION" which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 130, page 15.

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286136

SCITEX UCC-1 FORM

4 <input type="checkbox"/> Filed for record in the real estate records	5 <input type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented
1 Debtor(s) (Last Name First) and address(es) Whitmore Printing 1982 Moreland Parkway Annapolis, Maryland 21401	2 Secured Party(ies) and address(es) Scitex America 8 Oak Park Drive Bedford, Mass. 01730	3 For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #417330 C489 R02 T11:18 04/17/92 MARY M. ROSE AA CO. CIRCUIT COURT

7 This financing statement covers the following types (or items) of property

Dolev PS as per Exhibit "A" attached

"AMOUNT OF INDEBTNESS IS 105,000.00." TAX IS BEING PAID AT SECRETARY OF STATE.

☐ Products of Collateral are also covered.

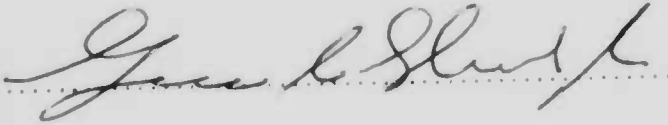
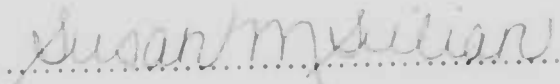
Whichever is Applicable (See Instruction Number 9)		
	Signature(s) of Debtor (Or Assignor)	Signature(s) of Secured Party (Or Assignee)

Exhibit "A"
INTEGRATED POSTSCRIPT SOLUTION

BK 579-426-A

FOR
WHITMORE PRINTING

ITEM	QUANTITY	DESCRIPTION
1	1	<p>Dolev™ PS Imagesetter</p> <p>High resolution color imagesetter using internal drum technology. Produces plate ready films with an image area of 14"H x 19.68"W. Includes Scitex PostScript RIP (does not include system interface).</p> <p>Scitex PostScript Interpreter hardware and software includes:</p> <ul style="list-style-type: none">- IBM PS/2 Model 95/486- Auto Picture Replacement- Film Optimization- Adobe Display PostScript- Sophisticated Queue Mgmt. System
2	1	Autotrapping Software
3	1	Ethernet Board
4	1	<p>SCSI Interface</p> <p>On-line SCSI interface allowing connection of Sony optical disk.</p>

STATE OF MARYLAND

286140

L # 232915
BOOK 579 PAGE 427

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-8

~~THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO.~~

~~RECORDED IN BOOK~~ ~~20110~~ ~~DN~~ (DATE)

1. DEBTOR

Name RAYMOND P. SRSIC, M.D.

Address 269 Peninsula Farm Road

Arnold, MD 21012

RECORD FEE 13.00
POSTAGE .50
#417840 C489 R02 T13:25/
04/17/92
MARY M. ROSE
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name AT&T CAPITAL CORPORATION / EATON FINANCIAL CORPORATION

Address 10 East Stow Road; Ste. 200

Marlton, NJ 08053

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<input checked="" type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	<input checked="" type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<input type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.)
	<p>(1) BECTON DICKINSON QBC AUTOREAD HEMATOLOGY SYSTEM serial numbers: 251322, 251062, 254691</p>	

Not subject to Recordation Tax pursuant to Maryland Annotated Code Article 12-108(K)5

RAYMOND P. SRSIC, M.D. DULY AUTHORIZE UCC. SEE COPY OF LEASE.

RAYMOND P. SRSIC, M.D.

Dated _____

(Signature of Secured Party)

Type or Print Above Name on Above Line

B⁰⁰



Eaton Financial Corporation ("LESSOR")
A subsidiary of AT&T Capital Corporation
The Beaumont Building • P.O. Box 9104 • Framingham, MA 01701

BOOK 579 PAGE 428

LEASE NUMBER	232915
CUSTOMER NUMBER	
APPROVAL NUMBER	3249579
PROGRAM NAME	

COMPLETE LEGAL NAME
AND FULL ADDRESS OF LESSEE ("LESSEE")

RAYMOND P. SRSIC, M.D.
269 Peninsula Farm Road
Arnold, MD 21012

NAME AND FULL ADDRESS OF
THE SUPPLIER OF EQUIPMENT ("SUPPLIER")

FOSTER MEDICAL SUPPLY
8985 Yellowbrick Road
Baltimore, MD 21237

PERSON TO CONTACT	(410) 647-3400	SALESPERSON	Mark Palardy	(310) 682-3800
TELEPHONE NO.				
SCHEDULE OF EQUIPMENT LEASED ("Equipment") (include make, year, model, identification and model numbers or marks)				

(1) BECTON DICKINSON QBC AUTOREAD HEMATOLOGY SYSTEM

s/n # 251322
s/n # 251062
s/n # 254691

EQUIPMENT TO BE DELIVERED AND LOCATED AT:

same

("Equipment Location")

1. SCHEDULE OF LEASE PAYMENTS.

LEASE TERM NUMBER OF MO	NUMBER OF PAYMENTS	AMOUNT OF EACH LEASE PAYMENT			TOTAL MONTHLY LEASE PAYMENT	ADVANCE LEASE PAYMENT REPRESENTING PAYMENT FOR THE FIRST MONTH AND THE LAST	TOTAL ADVANCE LEASE PAYMENT
		LEASE	TAX	OTHER			
24	24	\$537.50	\$26.88		\$564.38	0 MOS. \$ 564.38	

ADDITIONAL PROVISIONS

3-19-92 conf comp name, addr, equip loc, sig, title, date w/ Dr. Raymond Srsic, Owner, Release

2. LEASE. Lessor leases to Lessee and Lessee leases from Lessor for the lease term specified above and for any extension or renewal thereof (collectively "Term") and on the terms and conditions stated in this agreement ("Lease") the Equipment identified above and in any schedule ("Schedule") incorporating this Lease by reference that the parties agree in writing to make a part of this Lease. The lease of Equipment described in this Lease and the lease of Equipment described in each Schedule shall constitute separate leasing transactions, each of which is referred to herein as a lease.

3. LEASE PAYMENTS. The obligation to make Lease Payments begins on the date (as determined by Lessor) when Lessee receives Equipment equal in value to 50% of the estimated cost to Lessor of the Equipment. Lessee shall make Lease Payments, in advance, on the date or dates specified by Lessor in a notice to Lessee. Lease Payments shall be paid at the office of Lessor or at any other place specified by Lessor. Any Security Deposit and/or Advance Lease Payment is due on signing of the lease specifying such amount. The Lease Payments will be adjusted proportionately upward or downward if the actual cost of the Equipment ("Equipment Cost") to Lessor differs from the estimated cost of the Equipment by an amount not to exceed 20%. If any part of a payment is more than five days late, Lessee shall pay a late charge of 10% of the payment, all or a portion of which is late (or such lesser rate as is the maximum rate allowable under applicable law).

4. NO WARRANTIES. The Equipment is leased "AS IS". Lessee has selected the Equipment from Supplier prior to requesting Lessor to purchase it and lease it to Lessee. Lessee acknowledges and agrees that Lessor is not a manufacturer or supplier of any Equipment. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WITH RESPECT TO PATENT OR COPYRIGHT INFRINGEMENT, TITLE, OR THE LIKE. Lessor transfers to Lessee for the Term the warranties, if any, made by the manufacturer or Supplier to Lessor. Lessee shall comply with and enforce such warranties. Lessor is not liable to Lessee for any modification or rescission of any such warranties.

5. DELIVERY AND ACCEPTANCE. Supplier will ship the Equipment directly to Lessee. Lessee shall take delivery and upon installation and acceptance of the Equipment will sign and deliver to Lessor the Delivery and Acceptance Receipt submitted by Lessor. If Lessee has not, within 10 days after delivery of the Equipment, delivered to Lessor written notice of any non-acceptance of the Equipment, specifying the reasons therefor and fully referencing the lease, Lessee shall be deemed to have irrevocably accepted the Equipment under the lease. If Lessee properly rejects the Equipment in accordance with the foregoing, Lessor and Lessee shall be relieved of all obligations or liabilities under the lease. Lessor shall retain any Advance Lease Payment as liquidated damages for loss of a bargain and not as a penalty, and Lessee shall be responsible for paying for the Equipment and fulfilling all other obligations of the buyer under any applicable purchase order. The validity of the lease will not be affected by any delay in Lessee's receipt of the Equipment.

Lessee agrees to all terms and conditions of this Lease, that they are a complete and exclusive statement of its agreement with Lessor and that they may be modified only by written agreement signed by an executive officer of Lessor and not by course of performance; provided, however, that Lessee authorizes Lessor, without notice, to supply omitted information and correct patent errors in any document executed by or on behalf of Lessee. LESSEE REPRESENTS AND WARRANTS THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. LESSEE CERTIFIES THAT IT HAS READ AND RECEIVED A COPY OF THIS LEASE.

LESSEE UNDERSTANDS AND AGREES THAT NEITHER SUPPLIER NOR ANY SALESPERSON OR OTHER AGENT OR EMPLOYEE OF SUPPLIER IS AN AGENT OF LESSOR OR HAS ANY AUTHORITY TO SPEAK FOR OR TO BIND LESSOR IN ANY WAY. LESSOR IS NOT AN AGENT OR REPRESENTATIVE OF SUPPLIER.

LESSOR AND LESSEE HAVE ENTERED INTO THIS LEASE INTENDING TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK HEREOF AND ON ALL SCHEDULES. IMPORTANT LIMITATIONS OF LIABILITY ARE CONTAINED ON THE REVERSE SIDE. ALL LEASES HEREUNDER SHALL BE NONCANCELLABLE NET LEASES.

EATON FINANCIAL CORPORATION, LESSOR

by [Signature]
Authorized Signature

Title Deputy Manager
Date 3-30-92

RAYMOND P. SRSIC, M.D.

LESSEE

by X [Signature]
Authorized Signature

Print Name Raymond P. Srsic, M.D.
Title owner
Date X 3/16/92

EFC-MID-1/91

6. CONDITION; USE; LOCATION; RETURN. Lessee shall install and keep the Equipment in good working condition, normal wear and tear excepted and shall use the Equipment only in the regular and ordinary course of its normal business and only within the normal capacity of the Equipment and in a manner contemplated by the manufacturer or supplier. All installation, disconnect and deinstallation charges shall be paid by Lessee. Lessee shall not make any modification, alteration or addition to the Equipment (other than normal operating accessories or controls) without the express written consent of Lessor, which consent shall not be unreasonably withheld. Anything that Lessee adds, replaces or attaches to the Equipment immediately becomes part of the Equipment and the property of Lessor. Lessee shall comply with all laws and regulations governing use of the Equipment, hold Lessor harmless against actual or asserted violations thereof and pay all costs and expenses in connection with or arising from any such actual or asserted violation. Lessee shall comply with all instructions and manuals issued by the manufacturer or supplier of any Equipment and shall at Lessee's own cost and expense regularly and periodically inspect, overhaul, service, repair and maintain the Equipment so as to continue such compliance throughout the course of the Term. Lessee shall at its own expense make any changes or additions to the Equipment needed to comply with any laws or regulations and shall provide Lessor with prompt written notice of any such change or addition. Unless Lessee has Lessor's prior written permission to move the Equipment, Lessee will keep and use it only at the Equipment Location. On request, Lessee shall advise Lessor of the exact location of the Equipment. Lessor may, in order to inspect, observe, affix labels and other markings, remove or exhibit the Equipment to prospective purchasers or future lessees, at all reasonable times, enter upon any job, building or place where Equipment is located and, if in the opinion of Lessor, it is being used or cared for improperly, without notice, remove it. On or about 15 days prior to returning the Equipment to Lessor, Lessee shall, without demand, deliver to Lessor certification by the Equipment manufacturer's qualified personnel that the Equipment is in as good condition as when delivered to Lessee, and in good and efficient working order, ordinary wear and tear excepted, and is fully usable by Lessee for the same or similar purposes as originally used and that such use would be in compliance with all statutes, laws, ordinances and regulations then in force. After the expiration of the Term and until the return of the Equipment in accordance with this Paragraph 6, Lessee shall pay to Lessor rental at the same rate, time, manner and place as specified for Lease Payments during the initial term. Unless otherwise agreed in writing, on termination or expiration of the Term, Lessee will cause to be properly crated and packaged and immediately return the Equipment to Lessor in as good a condition as received, less normal wear and tear, to any place in the United States Lessor designates together with all applicable and corresponding instruction and service manuals, service and repair records and descriptive brochures for the Equipment. If Lessor shall find that the Equipment having been returned is not in the condition required hereby, then Lessor may cause the repair, service, modification, overhaul or replacement of the Equipment to achieve such condition. Lessee shall forthwith upon demand reimburse Lessor for amounts expended in connection with any of the foregoing or pay such amounts directly. Lessee will prepay expenses of crating and shipping in a manner Lessor designates and will insure the shipment for full replacement value.

7. FINANCE LEASE STATUS. The parties agree that if Article 2A - Leases of the Uniform Commercial Code ("Code") is deemed to apply, each lease will be considered a "finance lease." By executing a lease, Lessee acknowledges either that (a) Lessor has informed or advised Lessee, in writing, either previously or by this Lease of (i) the identity of the "supplier," (ii) that Lessee may have rights under the "supply contract"; and (iii) that Lessee may contact the supplier for a description of any such rights Lessee may have under the supply contract, or (b) on or before signing such lease, Lessee has reviewed and approved the supply contract covering the Equipment purchased from the supplier. Terms in this Paragraph 7 set off in quotation marks when used for the first time herein shall have the meanings ascribed to such terms by the Code.

8. LESSEE WARRANTIES; SURVIVAL. Lessee represents, warrants and covenants to Lessor that: (a) unless it is an individual, Lessee is validly existing and in good standing under applicable state law; (b) Lessee has the power and authority to enter into this Lease, all leases and all other related documents hereunder (collectively, "Fundamental Agreements"); (c) such Fundamental Agreements are enforceable against Lessee in accordance with their terms; (d) there are no pending or threatened actions or proceedings that could have a material adverse effect on Lessee or any Fundamental Agreement; (e) each Fundamental Agreement shall be effective against all creators of Lessee under applicable law, including fraudulent conveyance and bulk transfer laws, and shall raise no presumption of fraud; and (f) Lessee shall furnish Lessor with such financial statements, opinions of counsel, resolutions, and other documents and information as Lessor may reasonably request. Lessee shall be deemed to have reaffirmed the foregoing warranties each time it executes any Fundamental Agreement. All representations, warranties and covenants made by Lessee under a Fundamental Agreement shall survive the termination of the lease and shall remain in full force and effect. All of Lessor's rights, privileges, and indemnities, to the extent they are fairly attributable to events or conditions occurring or existing on or prior to the termination of the lease, shall survive such termination and be enforceable by Lessor and its successors and assigns. If more than one Lessee is named in a lease, the liability of each shall be joint and several.

9. INSURANCE. Throughout the Term Lessee shall maintain (i) property insurance insuring the Equipment for its full replacement value against loss, theft, damage and destruction and naming Lessor as loss payee, and (ii) general public liability and third party property insurance naming Lessor as an additional insured. Within 21 days from Lessee's signing a lease, Lessee will provide Lessor with certificates or other evidence of such insurance which shall be in a form, amount and with companies reasonably acceptable to Lessor and shall provide that Lessor shall be given 30 days' prior written notice of any material alteration or cancellation thereof. If Lessee does not provide evidence of property insurance acceptable to Lessor, Lessor may, but will not be required to, buy such insurance from an affiliate of Lessor, and add the cost, including any customary charges or fees associated with the placement, maintenance or service of such insurance (collectively, "Insurance Charge"), to the Lease Payment amount due from Lessee. Property insurance purchased by Lessor in accordance with the foregoing provisions may be purchased from an affiliate of Lessor. Lessee agrees to pay the Insurance Charge in equal installments allocated to each remaining Lease Payment (with interest on such allocations up to the maximum rate permitted by applicable law). Nothing in this Lease creates any insurance relationship between Lessor and any other person or party. Lessor is not required to effect any insurance coverage and Lessor may terminate or allow to lapse any coverage without having any liability to Lessee. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims for, receive payment of, and execute and endorse all documents, checks or drafts for loss, theft, damage or destruction to the Equipment under any property insurance. In all circumstances, Lessee shall cooperate with Lessor or Lessor's agent with respect to the placement of insurance and processing of claims.

10. TAXES AND CERTAIN FEES; LESSOR PERFORMANCE; WAIVER. Lessee shall promptly pay all fees, assessments, taxes and charges governmentally imposed upon the purchase, ownership, possession, leasing, renting, operation, control, use or maintenance of the Equipment, whether assessed against Lessor, Lessee or the Equipment, and relating to the Term, whether due before or after the end of the Term, excluding taxes on or measured by the income of Lessor. All personal property tax, use tax or other tax returns will be filed by Lessor, and Lessee agrees to pay Lessor a fee for processing such payments and filings. Lessor does not have to contest any valuation of, or tax imposed on, the Equipment. If Lessee fails to perform any of its obligations under this Lease, Lessor may perform any act or make any payment that Lessor deems reasonably necessary for the maintenance and preservation of the Equipment or Lessor's interests therein, provided, however, that Lessor's performance of any act or payment shall not be deemed a waiver of, or release Lessee from, the obligation at issue. All sums so paid by Lessor, together with expenses (including legal fees and costs) incurred by Lessor in connection therewith, shall be paid to Lessor by Lessee immediately upon demand. Lessor's failure to require performance in any instance or Lessor's written waiver of any provision shall not waive any other breach of the same or any other provision.

11. TITLE; RECORDING; NOTICES. Lessor shall hold title to the Equipment. Lessee will keep the Equipment free and clear from any levy, attachment, lien, encumbrance or charge or other judicial process; will give Lessor immediate written notice of any breach of this provision; and will reimburse Lessor for and, at Lessor's request, defend Lessor against any loss or damage caused thereby. Unless otherwise provided, the parties agree that this transaction shall be a true lease. However, if this transaction is deemed to constitute a lease for security, Lessee grants Lessor a purchase money security interest in the Equipment and in all attachments, accessions, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) (collectively, "Collateral"). Lessee shall execute and timely deliver to Lessor financing statements or other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessee authorizes Lessor to file a copy of this Lease or any Schedule as a financing statement and in Lessee's name to execute and file financing statements covering the Collateral. The Equipment is and will remain personal property no matter what its use or attachment to realty, but Lessee will not let it be attached to realty in any way that might cause it to become part of such realty. Lessee shall pay Lessor's fee for lease documentation and processing and for any governmental filings. All notices shall be given in writing and shall be effective when deposited in the U.S. mail, addressed to a party at its address shown on the front page of this Lease or at any other address such party specifies in writing, with first class postage prepaid.

12. DEFAULT. Any of the following constitutes a Default: (a) Lessee fails to pay any Lease Payment or any other amount owed to Lessor within 5 days after its due date; (b) Lessee fails to perform or observe any other representation, warranty, covenant, condition or agreement under any lease or any other agreement with Lessor and fails to cure such breach within 10 days after notice; (c) any representation or warranty

made by Lessee hereunder or in any other instrument provided to Lessor by Lessee, proves to be incorrect in any material respect when made; (d) a proceeding under any bankruptcy, reorganization, arrangement of debts, insolvency or receivership law or assignment for benefit of creditors is filed by or against Lessee; (e) Lessee becomes insolvent or fails generally to pay its debts as they become due, or the Equipment is levied against, seized, or a bulk sale of Lessee's inventory or assets is about to or has taken place; (f) Lessee voluntarily or involuntarily dissolves or is dissolved, or terminates or is terminated; (g) Lessee's financial condition changes such that in Lessor's opinion, the credit risk of a lease transaction with Lessee is increased; (h) any guarantor dies or revokes a guaranty required by Lessor; (i) any guarantor of any obligations hereunder is the subject of an event listed in clauses (a) through (g) above; or (j) an institution revokes, refuses to honor, or refuses to renew or extend any letter of credit required by Lessor.

13. REMEDIES. If a Default occurs, Lessor has the right to exercise any or all of the following remedies: (a) terminate any or all leases with Lessee; (b) declare all Lease Payments and other amounts under any such lease(s) immediately due and payable; (c) take possession of, or render unusable, any Equipment under any such lease(s) whenever such Equipment may be located, without demand or notice, without any court order or other process of law and without liability to Lessee for any damages occasioned by such action, and no such action shall constitute a termination of any such lease(s); (d) require Lessee to deliver such Equipment to a location designated by Lessor; (e) proceed by court action to enforce performance by Lessee of any such lease(s) and/or recover all damages and expenses incurred by Lessor by reason of any Default; (f) terminate any other agreement that Lessor may have with Lessee; or (g) exercise any other right or remedy available to Lessor at law or in equity. As liquidated damages for loss of a bargain and not as a penalty, and in lieu of any further Lease Payments under any lease(s) so terminated, upon Lessor's demand, Lessee shall pay Lessor's Return (as defined in Paragraph 14 below), calculated as of the date of the Default, to Lessor. Also, Lessee shall pay Lessor all costs and expenses (including legal fees and costs), incurred by Lessor in enforcing any of the terms or provisions of any such lease(s). Upon repossession or surrender of any such Equipment, Lessor shall have the right to lease, sell or otherwise dispose of such Equipment in a commercially reasonable manner, with or without notice at a public or private sale, and apply the net proceeds thereof (after deducting all expenses (including legal fees and costs) incurred in connection therewith) to the amounts owed to Lessor hereunder, provided, however, that Lessee shall remain liable to Lessor for any deficiency that remains after any sale, lease or other disposal of such Equipment. Lessee agrees that with respect to any notice of a sale required by law to be given, 10 days notice shall constitute reasonable notice. These remedies are cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity, and may be enforced concurrently therewith. Any delay or failure to enforce Lessor's rights hereunder does not prevent Lessor from enforcing any rights at a later time. Lessor, at its option, may apply any security deposit or advance payment monies against Lessee's obligations hereunder.

14. RISK OF LOSS. Lessee bears the risk of loss, theft or damage to the Equipment (collectively, "Loss"), effective on shipment for delivery to Lessee. Lessee will advise Lessor in writing within 10 days of any Loss. Except as provided below, a Loss does not relieve Lessee of the obligation to make Lease Payments and pay other amounts owed under a lease. In the event of Loss, Lessor, at its option, may: (a) require Lessee, where practicable, to restore the Equipment to good condition reasonably satisfactory to Lessor; or (b) require Lessee to pay Lessor its anticipated return ("Lessor's Return"), which shall consist of the following amounts: (i) the Lease Payments (and other amounts) due and owing under the lease at the time of such Loss, plus (ii) all Lease Payments from the date of such Loss to the end of the Term, plus (iii) the Casualty Value of such Equipment. "Casualty Value" is determined by multiplying the Casualty Percentage by the Equipment Cost. Unless another percentage is specified in Additional Provisions in Paragraph 1 above, or otherwise provided hereunder, the "Casualty Percentage" is 20% in the event that any amount calculated hereunder is required under applicable law to be discounted to present value, it shall be so discounted at a rate of 5% per annum. With respect to Equipment subject to a Loss, upon Lessor's full receipt of such Lessor's Return: (i) the lease shall terminate; (ii) Lessee shall be relieved of its obligations under the lease; and (iii) Lessee shall be entitled to Lessor's interest in such Equipment. "AS IS, WHERE IS, and without any warranty, express or implied from Lessor, other than the absence of any liens by, through, or under Lessor."

15. NONCANCELLABLE NET LEASE; AUTOMATIC RENEWAL. THIS LEASE AND ALL SCHEDULES HERETO SHALL BE NONCANCELLABLE NET LEASES. LESSEE HAS AN UNCONDITIONAL OBLIGATION TO PAY ALL LEASE PAYMENTS AND OTHER AMOUNTS WHEN DUE. LESSEE IS NOT ENTITLED TO ABATEMENTS, REDUCTIONS, RECOUPMENTS, CROSS-CLAIMS, COUNTERCLAIMS OR ANY OTHER DEFENSES TO ANY LEASE PAYMENTS OR OTHER AMOUNTS DUE HEREUNDER, WHETHER THOSE DEFENSES ARISE OUT OF CLAIMS BY LESSEE AGAINST LESSOR, LESSOR'S ASSIGNEE, SUPPLIER, THIS LEASE, ANY SCHEDULE, ANY OTHER LEASE, OR OTHERWISE. NEITHER DEFECTS IN EQUIPMENT, DAMAGE TO IT, NOR ITS LOSS, THEFT, DESTRUCTION OR LATE DELIVERY SHALL TERMINATE THIS OR ANY OTHER LEASE, OR RELIEVE LESSEE OF ITS PAYMENT OBLIGATIONS HEREUNDER. Each lease automatically renews for additional 12 month terms unless Lessee, at least 60 days before the end of the Term, sends Lessor written notice that it does not want to renew it, and at the end of the Term returns the Equipment to Lessor as provided in Paragraph 6 above. Lessor may cancel the automatic renewal term by, at least 15 days before the end of any term, sending the Lessee written notice that Lessor does not want the lease to renew.

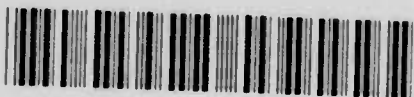
16. ASSIGNMENT. LESSEE HAS NO RIGHT TO SELL, TRANSFER OR ASSIGN ANY INTEREST IT HAS IN THIS LEASE OR THE EQUIPMENT. LESSOR MAY, WITHOUT NOTICE, SELL, TRANSFER, OR ASSIGN ITS INTEREST IN THIS LEASE, THE EQUIPMENT OR ANY LEASE PAYMENTS OR OTHER SUMS DUE HEREUNDER. If Lessor makes any such assignment or transfer, the new owner will have all of Lessor's rights and benefits but none of Lessor's obligations. The rights of the new owner will not be subject to any claims, defenses, or set-offs that Lessee may have against Lessor. Lessee acknowledges that any assignment or transfer by Lessor shall not materially change Lessee's duties or obligations under this Lease nor materially increase the burdens or risks imposed on Lessee.

17. CAPTIONS, CONFLICTS, CHOICE OF LAW, VENUE, NON-JURY TRIAL. Captions are for convenience only and do not alter the text. The provisions of this Lease are severable and the remainder shall not be affected if any provision is held unenforceable, invalid or illegal. This Lease inures to the benefit of and is binding on successors or permitted assigns of Lessor and Lessee. THIS LEASE AND EACH SCHEDULE IS PERFORMABLE IN MASSACHUSETTS AND SHALL BE GOVERNED BY AND SUBJECT TO THE INTERNAL LAWS (AS OPPOSED TO CONFLICTS OF LAW PROVISIONS) AND DECISIONS OF THE COMMONWEALTH OF MASSACHUSETTS. LESSOR AND LESSEE CONSENT TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN MASSACHUSETTS, AND WAIVE ANY OBJECTION RELATING TO IMPROPER VENUE OR FORUM NON CONVENIENS TO THE CONDUCT OF ANY PROCEEDING IN ANY SUCH COURT. AT LESSOR'S SOLE ELECTION AND DETERMINATION, ANY LEGAL, EQUITABLE, OR ARBITRATION ACTION MAY ALSO BE BROUGHT IN ANY OTHER COURT OF COMPETENT JURISDICTION IN ANY STATE IN WHICH LESSOR HAS AN OFFICE AND LESSEE WAIVES ANY OBJECTION RELATING TO IMPROPER VENUE OR FORUM NON CONVENIENS TO THE CONDUCT OF ANY PROCEEDING IN ANY SUCH COURT. LESSEE, ANY GUARANTOR AND LESSOR EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY SO THAT TRIAL SHALL BE BY AND ONLY TO THE COURT.

18. ATTORNEY FEES. LESSEE AND ANY GUARANTOR AGREE TO PAY LESSOR'S REASONABLE ATTORNEY FEES AS DAMAGES AND NOT COSTS IN ALL PROCEEDINGS ARISING OUT OF THE LEASE. SUCH PROCEEDINGS INCLUDE, BUT ARE NOT LIMITED TO, ANY CIVIL ACTION, COUNTERCLAIM, MEDIATION, POST-JUDGEMENT COLLECTION, BANKRUPTCY OR APPEAL. REASONABLE ATTORNEY FEES ARE HEREBY STIPULATED AND LIQUIDATED BY ALL PARTIES HERETO AT TWENTY-FIVE PER CENT (25%) OF THE TOTAL AMOUNT PLACED BY LESSOR WITH AN ATTORNEY FOR COLLECTION AT LESSOR'S SOLE OPTION. LESSOR MAY ELECT TO CHARGE LESSEE AND ANY GUARANTOR THE ACTUAL ATTORNEY FEES CHARGED TO LESSOR IN ALL PROCEEDINGS ARISING OUT OF THE LEASE.

19. LIABILITY. Lessee shall indemnify, hold harmless and, if Lessor requests, defend Lessor against all Claims directly or indirectly arising out of or connected with the Equipment, any lease or any related document or instrument. "Claims" means all losses, liabilities, damages, penalties, expenses (including legal fees and costs), claims, actions and suits, whether in contract or in tort, whether caused by Lessor's negligence or otherwise and whether based on a theory of strict liability of Lessor or otherwise, including, but not limited to, matters regarding: (a) the selection, manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, maintenance, use, condition, return or operation of Equipment; (b) any latent defects or other defects in Equipment, whether or not discoverable by Lessee; or (c) patent, trademark or copyright infringement.

20. CREDIT INFORMATION. LESSEE HEREBY AUTHORIZES LESSOR OR ANY AFFILIATE OF LESSOR TO OBTAIN CREDIT BUREAU REPORTS, AND MAKE OTHER CREDIT INQUIRIES, AS LESSOR DEEMS NECESSARY. ON WRITTEN REQUEST, LESSOR WILL INFORM LESSEE WHETHER LESSOR REQUESTED A CONSUMER CREDIT REPORT AND THE NAME AND ADDRESS OF ANY CONSUMER CREDIT REPORTING AGENCY THAT FURNISHED A REPORT, WITHOUT FURTHER NOTICE TO LESSEE. LESSOR MAY USE OR REQUEST SUBSEQUENT CREDIT BUREAU REPORTS TO UPDATE ITS INFORMATION OR IN CONNECTION WITH A RENEWAL OR EXTENSION OF LESSEE'S REQUEST FOR LESSOR'S SERVICES. LESSEE REPRESENTS AND WARRANTS THAT THIS IS A COMMERCIAL AND BUSINESS TRANSACTION AND NOT A CONSUMER TRANSACTION.



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AA CO. CIRCUIT COURT

501034-40

This FINANCING STATEMENT is presented for filing pursuant to the Uniform Commercial Code.

1. DEBTOR (LAST NAME FIRST - IF AN INDIVIDUAL) INFORMATION TECHNOLOGY INC.		286138		1A. SOCIAL SECURITY OR FEDERAL TAX NO.	
1B. MAILING ADDRESS 101 CRAIN HIGHWAY S.E.		1C. CITY, STATE GLEN BURNIE, MD		1D. ZIP CODE 210610000	
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST - IF AN INDIVIDUAL)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.			
2B. MAILING ADDRESS		2C. CITY, STATE		2D. ZIP CODE	
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY)		3A. FEDERAL TAX NUMBER			
4. SECURED PARTY NAME Unisys Corporation MAILING ADDRESS 2 Oak Way CITY Berkley Heights STATE NJ ZIP CODE 07922		4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.			
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY		5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.			

6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).

All computer products, other equipment, and related items, sold, transferred or delivered to Debtor by Secured Party, now or in the future, together with all accessions, accessories, additions, and attachments thereto, and all substitutions therefor, and all cash and non-cash proceeds of any of the foregoing.

NOT SUBJECT TO A RECORDATION TAX

This filing is to perfect
a security interest taken or
retained by a seller of collateral
to ensure all or part of its price.

7. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	7A. PRODUCTS OF COLLATERAL ARE ALSO COVERED <input checked="" type="checkbox"/>	7B. DEBTOR (S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5(a) ITEM <input type="checkbox"/>
8. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC SECTION 9105 (1) (a) <input type="checkbox"/>	
9. <input checked="" type="checkbox"/> DATE PA 4/9/92 SIGNATURE (S) OF DEBTOR (S) GISELA T. TORREJOS TYPE OR PRINT NAME (S) OF DEBTOR (S) INFORMATION TECHNOLOGY INC.		10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER) RECORD FEE 11.00 POSTAGE .50 #417990 C489 R02 T14:09 04/17/92 MARY M. ROSE AA CO. CIRCUIT COURT
SIGNATURE (S) OF SECURED PARTY (IES) Priscilla Freitas TYPE OR PRINT NAME (S) OF SECURED PARTY (IES) Unisys Corporation		
11. RETURN COPY TO: NAME DATA FILE SERVICES, INC. ADDRESS P.O. BOX 275 CITY VAN NUYS, CA 91408-0275 STATE ZIP CODE TEL: (818)909-2200 FAX: (818)909-4717		

FORM UCC-1

STATE OF MARYLAND
STATE OF MARYLAND

AA Co.

BOOK 579 PAGE 431

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Lessee

Name HOMESTEAD MORTGAGE, INC.

2861.37

Address 8028 RITCHIE HWY, SUITE 207, PASADENA, MD 21122

2. SECURED PARTY Lessor

Name EATON FINANCIAL CORPORATION

RECORD FEE 13.00

POSTAGE .50

#418300 C489 R02 T14:32

04/17/92

Address The Beaumont Building, P.O. Box 9104

MARY H. ROSE

AA CO. CIRCUIT COURT

Framingham, MA 01701

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

L# 232964

INTER-TEL ESP 2460 TELEPHONE SYSTEM: 1 KSU, 3 COU
Line Cards, 3 Co lightning protectors, 6 Station
A Cards, 21 8Btn keysets, 12 24 Btn Keysets w/LCD
1 DSS/BLF console, 18 Arcnet coaxle, 10 cable Runs

Name and address of Assignee

This transaction is not intended by the parties as a secured transaction; Filing is only intended to make this transaction a matter of public record.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Not subject to Recordation Tax pursuant to Maryland Annotated Code Article 12-108(K)5

☐ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

DULY AUTHORIZED TO SIGN SEE ATTACHED COPIES OF LEASE

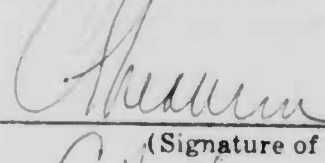

(Signature of Debtor) Lessee

HOMESTEAD MORTGAGE, INC.
Type or Print Above Name on Above Line

(Signature of Debtor) Lessee

Type or Print Above Signature on Above Line

EATON FINANCIAL CORPORATION


(Signature of Secured Party) Lessor

CA. LEAVENS
Type or Print Above Signature on Above Line

1300

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001-EFC-LD-1/91

13. REMEDIES. If a Default occurs, Lessor has the right to exercise any or all of the following remedies:

12. DEFAULT. Any of the following constitutes a Default: (a) Lessee fails to pay any Lease Payment or any other amount owed to Lessor within 5 days after its due date; (b) Lessee fails to perform or observe any other representation, warranty, covenant, condition or agreement under any lease or any other agreement with Lessor and fails to cure such breach within 10 days after notice; (c) any representation or warranty made by Lessee hereunder or in any other instrument provided to Lessor by Lessee, proves to be incorrect in any material respect when made; (d) a proceeding under any bankruptcy, reorganization, arrangement of debts, insolvency or receivership law or assignment for benefit of creditors is filed by or against Lessee; (e) Lessee becomes insolvent or fails generally to pay its debts as they become due; or the Equipment is levied against, seized, or a bulk sale of Lessee's inventory or assets is about to or has taken place; (f) Lessee voluntarily or involuntarily dissolves or is dissolved, or terminates or is terminated; (g) Lessee's financial condition changes such that in Lessor's opinion, the credit risk of a lease transaction with Lessee is increased; (h) any guarantor dies or revokes a guaranty required by Lessor; (i) any guarantor of any obligations hereunder is the subject of an event listed in clauses (a) through (g) above; or (j) an institution revokes, refuses to honor, or refuses to renew or extend any letter of credit required by Lessor.

7. FINANCE LEASE STATUS. The parties agree that if Article 2A - Leases of the Uniform Commercial Code ("Code") is deemed to apply, each lease will be considered a "finance lease." By executing a lease, Lessee acknowledges either that (a) Lessor has informed or advised Lessee, in writing, either previously or by this Lease of (i) the identity of the "supplier", (ii) that Lessee may have rights under the "supply contract", and (iii) that Lessee may contact the supplier for a description of any such rights Lessee may have under the supply contract; or (b) on or before signing such lease, Lessee has reviewed and approved the supply contract covering the Equipment purchased from the supplier. Terms in this Paragraph 7 set off in quotation marks when used for the first time herein shall have the meanings ascribed to such terms by the Code.

8. LESSEE WARRANTIES; SURVIVAL. Lessee represents, warrants and covenants to Lessor that: (a) unless it is an individual, Lessee is validly existing and in good standing under applicable state law; (b) Lessee has the power and authority to enter into this Lease; all leases and all other related documents hereunder (collectively, "Fundamental Agreements"); (c) such Fundamental Agreements are enforceable against Lessee in accordance with their terms; (d) there are no pending or threatened actions or proceedings that could have a material adverse effect on Lessee or any Fundamental Agreement; (e) each Fundamental Agreement shall be effective against all creditors of Lessee under applicable law, including fraudulent conveyance and bulk transfer laws, and shall raise no presumption of fraud; and (f) Lessee shall furnish Lessor with such financial statements, opinions of counsel, resolutions, and other documents and information as Lessor may reasonably request. Lessee shall be deemed to have reaffirmed the foregoing warranties each time it executes any Fundamental Agreement. All representations, warranties and covenants made by Lessee under a Fundamental Agreement shall survive the termination of the lease and shall remain in full force and effect. All of Lessor's rights, privileges, and indemnities, to the extent they are fairly attributable to events or conditions occurring or existing on or prior to the termination of the lease, shall survive such termination and be enforceable by Lessor and its successors and assigns. If more than one Lessee is named in a lease, the liability of each shall be joint and several.

9. INSURANCE. Throughout the Term Lessee shall maintain (i) property insurance insuring the Equipment for its full replacement value against loss, theft, damage and destruction and naming Lessor as loss payee; and (ii) general public liability and third party property insurance naming Lessor as an additional insured. Within 21 days from Lessee's signing a lease, Lessee will provide Lessor with certificates or other evidence of such insurance which shall be in a form, amount and with companies reasonably acceptable to Lessor and shall provide that Lessor shall be given 30 days' prior written notice of any material alteration or cancellation thereof. If Lessee does not provide evidence of property insurance acceptable to Lessor, Lessor may, but will not be required to, buy such insurance from an affiliate of Lessor, and add the cost, including any customary charges or fees associated with the placement, maintenance or service of such insurance (collectively, "Insurance Charge"), to the Lease Payment amount due from Lessee. Lessee agrees to pay the Insurance Charge in equal installments allocated to each remaining Lease Payment (with interest on such allocations up to the maximum rate permitted by applicable law). Nothing in this Lease creates any insurance relationship between Lessor and any other person or party. Lessor is not required to effect any insurance coverage and Lessor may terminate or allow to lapse any coverage without having any liability to Lessee. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims for, receive payment of, and execute and endorse all documents, checks or drafts for loss, theft, damage or destruction to the Equipment under any property insurance. In all circumstances, Lessee shall cooperate with Lessor or Lessor's agent with respect to the placement of insurance and processing of claims.

10. TAXES AND CERTAIN FEES; LESSOR PERFORMANCE; WAIVER. Lessee shall promptly pay all fees, assessments, taxes and charges governmentally imposed upon the purchase, ownership, possession, leasing, renting, operation, control, use or maintenance of the Equipment, whether assessed against Lessor, Lessee or the Equipment, and relating to the Term, whether due before or after the end of the Term, excluding taxes on or measured by the income of Lessor. All personal property tax, use tax or other tax returns will be filed by Lessor, and Lessee agrees to pay Lessor a fee for processing such payments and filings. Lessor does not have to contest any valuation of, or tax imposed on, the Equipment. If Lessee fails to perform any of its obligations under this Lease, Lessor may perform any act or make any payment that Lessor deems reasonably necessary for the maintenance and preservation of the Equipment or Lessor's interests therein, provided however, that Lessor's performance of any act or payment shall not be deemed a waiver of or release Lessee from, the obligation at issue. All sums so paid by Lessor, together with expenses (including legal fees and costs) incurred by Lessor in connection therewith, shall be paid to Lessor by Lessee immediately upon demand. Lessor's failure to require performance in any instance or Lessor's written waiver of any provision shall not waive any other breach of the same or any other provision.

11. TITLE; RECORDING; NOTICES. Lessor shall hold title to the Equipment. Lessee will keep the Equipment free and clear from any levy, attachment, lien, encumbrance or charge or other judicial process, will give Lessor immediate written notice of any breach of this provision, and will reimburse Lessor for and at Lessor's request, defend Lessor against any loss or damage caused thereby. Unless otherwise provided, the parties agree that this transaction shall be a true lease. However, if this transaction is deemed to constitute a lease for security, Lessee grants Lessor a purchase money security interest in the Equipment and in all attachments, accessions, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) (collectively, "Collateral"). Lessee shall execute and timely deliver to Lessor financing statements or other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessee authorizes Lessor to file a copy of this Lease or any Schedule as a financing statement and in Lessee's name to execute and file financing statements covering the Collateral. The Equipment is and will remain personal property no matter what its use or attachment to realty, but Lessee will not let it be attached to realty in any way that might cause it to become part of such realty. Lessee shall pay Lessor's fee for lease documentation and processing and for any governmental filings. All notices shall be given in writing and shall be effective when deposited in the U.S. mail addressed to a party at its address shown on the front page of this Lease or at any other address such party specifies in writing, with first class postage prepaid.

12. DEFAULT. Any of the following constitutes a Default: (a) Lessee fails to pay any Lease Payment or any other amount owed to Lessor within 5 days after its due date; (b) Lessee fails to perform or observe any other representation, warranty, covenant, condition or agreement under any lease or any other agreement with Lessor and fails to cure such breach within 10 days after notice; (c) any representation or warranty made by Lessee hereunder or in any other instrument provided to Lessor by Lessee, proves to be incorrect in any material respect when made; (d) a proceeding under any bankruptcy, reorganization, arrangement of debts, insolvency or receivership law or assignment for benefit of creditors is filed by or against Lessee; (e) Lessee becomes insolvent or fails generally to pay its debts as they become due; or the Equipment is levied against, seized, or a bulk sale of Lessee's inventory or assets is about to or has taken place; (f) Lessee voluntarily or involuntarily dissolves or is dissolved, or terminates or is terminated; (g) Lessee's financial condition changes such that in Lessor's opinion, the credit risk of a lease transaction with Lessee is increased; (h) any guarantor dies or revokes a guaranty required by Lessor; (i) any guarantor of any obligations hereunder is the subject of an event listed in clauses (a) through (g) above; or (j) an institution revokes, refuses to honor, or refuses to renew or extend any letter of credit required by Lessor.

13. REMEDIES. If a Default occurs, Lessor has the right to exercise any or all of the following remedies:

(a) terminate any or all leases with Lessee; (b) declare all Lease Payments and other amounts under any such lease(s) immediately due and payable; (c) take possession of, or render unusable, any Equipment under any such lease(s) wherever such Equipment may be located, without demand or notice, without any court order or other process of law and without liability to Lessee for any damages occasioned by such action, and no such action shall constitute a termination of any such lease(s); (d) require Lessee to deliver such Equipment to a location designated by Lessor; (e) proceed by court action to enforce performance by Lessee of any such lease(s) and/or recover all damages and expenses incurred by Lessor by reason of any Default; (f) terminate any other agreement that Lessor may have with Lessee; or (g) exercise any other right or remedy available to Lessor at law or in equity. As liquidated damages for loss of a bargain and not as a penalty, and in lieu of any further Lease Payments under any lease(s) so terminated upon Lessor's demand, Lessee shall pay Lessor's Return (as defined in Paragraph 14 below), calculated as of the date of the Default, to Lessor. Also, Lessee shall pay Lessor all costs and expenses (including legal fees and costs) incurred by Lessor in enforcing any of the terms or provisions of any such lease(s). Upon repossession or surrender of any such Equipment, Lessor shall have the right to lease, sell or otherwise dispose of such Equipment in a commercially reasonable manner, with or without notice at a public or private sale, and apply the net proceeds thereof (after deducting all expenses (including legal fees and costs) incurred in connection therewith) to the amounts owed to Lessor hereunder, provided, however, that Lessee shall remain liable to Lessor for any deficiency that remains after any sale, lease or other disposal of such Equipment. Lessee agrees that with respect to any notice of a sale required by law to be given, 10 days' notice shall constitute reasonable notice. These remedies are cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity, and may be enforced concurrently therewith. Any delay or failure to enforce Lessor's rights hereunder does not prevent Lessor from enforcing any rights at a later time. Lessor, at its option, may apply any security deposit or advance payment monies against Lessee's obligations hereunder.

14. RISK OF LOSS. Lessee bears the risk of loss, theft or damage to the Equipment (collectively, "Loss"), effective on shipment for delivery to Lessee. Lessee will advise Lessor in writing within 10 days of any Loss. Except as provided below, a Loss does not relieve Lessee of the obligation to make Lease Payments and pay other amounts owed under a lease. In the event of Loss, Lessor, at its option, may: (a) require Lessee, where practicable, to restore the Equipment to good condition reasonably satisfactory to Lessor; or (b) require Lessee to pay Lessor its anticipated return ("Lessor's Return"), which shall consist of the following amounts: (i) the Lease Payments (and other amounts) due and owing under the lease at the time of such Loss, plus (ii) all Lease Payments from the date of such Loss to the end of the Term, plus (iii) the Casualty Value of such Equipment. "Casualty Value" is determined by multiplying the Casualty Percentage by the Equipment Cost. Unless another percentage is specified in Additional Provisions in Paragraph 1 above, or otherwise provided hereunder, the "Casualty Percentage" is 20%. In the event that any amount calculated hereunder is required under applicable law to be discounted to present value, it shall be so discounted at a rate of 5% per annum. With respect to Equipment subject to a Loss, upon Lessor's full receipt of such Lessor's Return: (i) the lease shall terminate; (ii) Lessee shall be relieved of its obligations under the lease; and (iii) Lessee shall be entitled to Lessor's interest in such Equipment "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens by, through, or under Lessor.

15. NONCANCELLABLE NET LEASE; AUTOMATIC RENEWAL. THIS LEASE AND ALL SCHEDULES HERETO SHALL BE NONCANCELLABLE NET LEASES. LESSEE HAS AN UNCONDITIONAL OBLIGATION TO PAY ALL LEASE PAYMENTS AND OTHER AMOUNTS WHEN DUE. LESSEE IS NOT ENTITLED TO ABATEMENTS, REDUCTIONS, RECOUPMENTS, CROSS CLAIMS, COUNTERCLAIMS OR ANY OTHER DEFENSES TO ANY LEASE PAYMENTS OR OTHER AMOUNTS DUE HEREUNDER, WHETHER THOSE DEFENSES ARISE OUT OF CLAIMS BY LESSEE AGAINST LESSOR, LESSOR'S ASSIGNEE, SUPPLIER, THIS LEASE, ANY SCHEDULE, ANY OTHER LEASE, OR OTHERWISE. NEITHER DEFECTS IN EQUIPMENT, DAMAGE TO IT, NOR ITS LOSS, THEFT, DESTRUCTION OR LATE DELIVERY SHALL TERMINATE THIS OR ANY OTHER LEASE, OR RELIEVE LESSEE OF ITS PAYMENT OBLIGATIONS HEREUNDER. Each lease automatically renews for additional 12 month terms unless Lessee, at least 60 days before the end of the Term, sends Lessor written notice that it does not want to renew it, and at the end of the Term returns the Equipment to Lessor as provided in Paragraph 6 above. Lessor may cancel the automatic renewal term by, at least 15 days before the end of any term, sending the Lessee written notice that Lessor does not want the lease to renew.

16. ASSIGNMENT. LESSEE HAS NO RIGHT TO SELL, TRANSFER OR ASSIGN ANY INTEREST IT HAS IN THIS LEASE OR THE EQUIPMENT. LESSOR MAY WITHOUT NOTICE SELL, TRANSFER OR ASSIGN ITS INTEREST IN THIS LEASE, THE EQUIPMENT OR ANY LEASE PAYMENTS OR OTHER SUMS DUE HEREUNDER. If Lessor makes any such assignment or transfer, the new owner will have all of Lessor's rights and benefits but none of Lessor's obligations. The rights of the new owner will not be subject to any claims, defenses, or set-offs that Lessee may have against Lessor. Lessee acknowledges that any assignment or transfer by Lessor shall not materially change Lessee's duties or obligations under this Lease nor materially increase the burdens or risks imposed on Lessee.

17. CAPTIONS, CONFLICTS, CHOICE OF LAW, VENUE, NON-JURY TRIAL. Captions are for convenience only and do not alter the text. The provisions of this Lease are severable and the remainder shall not be affected if any provision is held unenforceable, invalid or illegal. This Lease inures to the benefit of and is binding on successors or permitted assigns of Lessor and Lessee. **THIS LEASE AND EACH SCHEDULE IS PERFORMABLE IN MASSACHUSETTS AND SHALL BE GOVERNED BY AND SUBJECT TO THE INTERNAL LAWS (AS OPPOSED TO CONFLICTS OF LAW PROVISIONS) AND DECISIONS OF THE COMMONWEALTH OF MASSACHUSETTS.** LESSOR AND LESSEE CONSENT TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN MASSACHUSETTS, AND WAIVE ANY OBJECTION RELATING TO IMPROPER VENUE OR FORUM NON CONVENIENS TO THE CONDUCT OF ANY PROCEEDING IN ANY SUCH COURT. AT LESSOR'S SOLE ELECTION AND DETERMINATION, ANY LEGAL, EQUITABLE, OR ARBITRATION ACTION MAY ALSO BE BROUGHT IN ANY OTHER COURT OF COMPETENT JURISDICTION IN ANY STATE IN WHICH LESSOR HAS AN OFFICE AND LESSEE WAIVES ANY OBJECTION RELATING TO IMPROPER VENUE OR FORUM NON CONVENIENS TO THE CONDUCT OF ANY PROCEEDING IN ANY SUCH COURT. LESSEE, ANY GUARANTOR AND LESSOR EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY SO THAT TRIAL SHALL BE BY AND ONLY TO THE COURT.

18. ATTORNEY FEES. LESSEE AND ANY GUARANTOR AGREE TO PAY LESSOR'S REASONABLE ATTORNEY FEES AS DAMAGES AND NOT COSTS IN ALL PROCEEDINGS ARISING OUT OF THE LEASE. SUCH PROCEEDINGS INCLUDE, BUT ARE NOT LIMITED TO, ANY CIVIL ACTION, COUNTERCLAIM, MEDIATION, POST-JUDGEMENT COLLECTION, BANKRUPTCY OR APPEAL. REASONABLE ATTORNEY FEES ARE HEREBY STIPULATED AND LIQUIDATED BY ALL PARTIES HERETO AT TWENTY FIVE PER CENT (25%) OF THE TOTAL AMOUNT PLACED BY LESSOR WITH AN ATTORNEY FOR COLLECTION. AT LESSOR'S SOLE OPTION, LESSOR MAY ELECT TO CHARGE LESSEE AND ANY GUARANTOR THE ACTUAL ATTORNEY FEES CHARGED TO LESSOR IN ALL PROCEEDINGS ARISING OUT OF THE LEASE.

19. LIABILITY. Lessee shall indemnify, hold harmless and, if Lessor requests, defend Lessor against all Claims directly or indirectly arising out of or connected with the Equipment, any lease or any related document or instrument. "Claims" means all losses, liabilities, damages, penalties, expenses (including legal fees and costs), claims, actions and suits, whether in contract or in tort, whether caused by Lessor's negligence or otherwise and whether based on a theory of strict liability of Lessor or otherwise, including, but not limited to, matters regarding: (a) the selection, manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, maintenance, use, condition, return or operation of Equipment; (b) any latent defects or other defects in Equipment, whether or not discoverable by Lessee; or (c) patent, trademark or copyright infringement.

20. CREDIT INFORMATION. LESSEE HEREBY AUTHORIZES LESSOR OR ANY AFFILIATE OF LESSOR TO OBTAIN CREDIT BUREAU REPORTS, AND MAKE OTHER CREDIT INQUIRIES, AS LESSOR DEEMS NECESSARY. ON WRITTEN REQUEST, LESSOR WILL INFORM LESSEE WHETHER LESSOR REQUESTED A CONSUMER CREDIT REPORT AND THE NAME AND ADDRESS OF ANY CONSUMER CREDIT REPORTING AGENCY THAT FURNISHED A REPORT, WITHOUT FURTHER NOTICE TO LESSEE. LESSOR MAY USE OR REQUEST SUBSEQUENT CREDIT BUREAU REPORTS TO UPDATE ITS INFORMATION OR IN CONNECTION WITH A RENEWAL OR EXTENSION OF LESSEE'S REQUEST FOR LESSOR'S SERVICES. LESSEE REPRESENTS AND WARRANTS THAT THIS IS A COMMERCIAL AND BUSINESS TRANSACTION AND NOT A CONSUMER TRANSACTION.

STATE OF MARYLAND

BOOK 579 PAGE 434

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Lessee

Name PLEASANT LIVING CONVALESCENT CENTER

Address 144 WASHINGTON ROAD, EDGEWATER, MD 21037

2. SECURED PARTY Lessor

Name EATON FINANCIAL CORPORATION

Address The Beaumont Building, P.O. Box 9104

Framingham, MA 01701

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 13.00
POSTAGE .50
#418310 C489 R02 T14:32
04/17/92
MARY M. ROSE
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list) L# 227868

- 1 WHIRPOOL BATHING SYSTEM #14721050XR
- 1 LIFT HYGIENE CHAIR #316681

Name and address of Assignee

This transaction is not intended by the parties as a secured transaction; Filing is only intended to make this transaction a matter of public record.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☐ (Proceeds of collateral are also covered)
- ☒ (Products of collateral are also covered)

Not subject to Recordation Tax pursuant to Maryland Annotated Code Article 12-108(K)5

DULY AUTHORIZED TO SIGN SEE ATTACHED COPY OF LEASE

Susan Zitterman
(Signature of Debtor) LesseePLEASANT LIVING CONVALESCENT CENTER
Type or Print Above Name on Above Line

(Signature of Debtor) Lessee

Type or Print Above Signature on Above Line

EATON FINANCIAL CORPORATION

(Signature of Secured Party) Lessor

Type or Print Above Signature on Above Line

FILING OFFICER COPY



Eaton Financial Corporation
A subsidiary of AT&T Capital Corporation

The Beaumont Building • P.O. Box 9104 • Framingham, MA 01701

("LESSOR")

BOOK 579 PAGE 435

LEASE NUMBER	227868
CUSTOMER NUMBER	227868
APPROVAL NUMBER	005240517
PROGRAM NAME	

COMPLETE LEGAL NAME
AND FULL ADDRESS OF LESSEE ("LESSEE")

PLEASANT LIVING CONVALESCENT CENTER
144 WASHINGTON ROAD
EDGEWATER MD 21037

NAME AND FULL ADDRESS OF
THE SUPPLIER OF EQUIPMENT ("SUPPLIER")

ARJO-CENTURY INC
XXX
BALTIMORE MD 21205

(410) 956-5000

JIM HEDRICK

(301) 776-4690

PERSON TO CONTACT

TELEPHONE NO.

SALESPERSON

TELEPHONE NO.

SCHEDULE OF EQUIPMENT LEASED ("Equipment") (include make, year, model, identification and model numbers or marks)

SEE ADDENDUM ATTACHED

EQUIPMENT TO BE DELIVERED AND LOCATED AT

144 WASHINGTON ROAD

EDGEWATER

MD 21037

("Equipment Location")

SCHEDULE OF LEASE PAYMENTS	LEASE TERM NO. OF MO.	NUMBER OF PMTS.	AMOUNT OF EACH LEASE PAYMENT			TOTAL MONTHLY LEASE PAYMENT	ADVANCE LEASE PAYMENT REPRESENTING PAYMENT FOR THE FIRST MONTH AND FOR THE LAST	SECURITY DEPOSIT
			LEASE	TAX	OTHER			
	36	36	296.21	14.81		311.02	\$ 1	\$

ADDITIONAL PROVISIONS 313006-01 Barbsale, olm. co. name, billing address (quip loc)
-m. pmt. adv. sig. HHL date, equip. Susan Zitterman he worth. to sign

LEASE. Lessor leases to Lessee and Lessee leases from Lessor for the lease term specified above and for any extension or renewal thereof (collectively "Term") and on the terms and conditions set forth in this agreement ("Lease") the Equipment identified above and in any schedule ("Schedule") incorporating this Lease by reference that the parties agree in writing to make a part of this lease. The lease of Equipment described in this Lease and the lease of Equipment described in each Schedule shall constitute separate leasing transactions, each of which is referred to herein as a lease.

LEASE PAYMENTS. The obligation to make Lease Payments begins on the date (as determined by Lessor) when Lessee receives Equipment equal in value to 50% of the estimated cost to Lessor of the Equipment. Lessee shall make Lease Payments, in advance, on the date or dates specified by Lessor in a notice to Lessee. Lease Payments shall be paid at the office of Lessor or at any other place specified by Lessor. Any Security Deposit and/or Advance Lease Payment is due on signing of the lease specifying such amount. The Lease Payments will be adjusted proportionately upward or downward if the actual cost of the Equipment ("Equipment Cost") to Lessor differs from the estimated cost of the Equipment by an amount not to exceed 20%. If any part of a payment is more than five days late, Lessee shall pay a late charge of 10% of the payment, all or a portion of which is late (or such lesser rate as is the maximum rate allowable under applicable law).

NO WARRANTIES. The Equipment is leased "AS IS". Lessee has selected the Equipment from Supplier prior to requesting Lessor to purchase it and lease it to Lessee. Lessee acknowledges and agrees that Lessor is not a manufacturer or supplier of any Equipment. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WITH RESPECT TO PATENT OR COPYRIGHT INFRINGEMENT, TITLE, OR THE LIKE. Lessor transfers to Lessee for the Term the warranties, if any, made by the manufacturer or Supplier to Lessor. Lessee shall comply with and enforce such warranties. Lessor is not liable to Lessee for any modification or rescission of any such warranties.

DELIVERY AND ACCEPTANCE. Supplier will ship the Equipment directly to Lessee. Lessee shall take delivery and upon installation and acceptance of the Equipment will sign and deliver to Lessor the Delivery and Acceptance Receipt submitted by Lessor. If Lessee has not, within 10 days after delivery of the Equipment, delivered to Lessor written notice of any non-acceptance of the Equipment, specifying the reasons therefor and fully referencing the lease, Lessee shall be deemed to have irrevocably accepted the Equipment under the lease. If Lessee properly rejects the Equipment in accordance with the foregoing, Lessor and Lessee shall be relieved of all obligations or liabilities under the lease. Lessor shall retain any Advance Lease Payment as liquidated damages, not a bargain and not as a penalty, and Lessee shall be responsible for paying for the Equipment and fulfilling all other obligations of the buyer under any applicable purchase order. The validity of the lease will not be affected by any delay in Lessee's receipt of the Equipment.

Lessee agrees to all terms and conditions of this Lease, that they are a complete and exclusive statement of its agreement with Lessor and that they may be modified only by written agreement signed by an executive officer of Lessor and not by course of performance; provided, however, that Lessee authorizes Lessor, without notice, to supply omitted information and correct patent errors in any document executed by or on behalf of Lessee. LESSEE REPRESENTS AND WARRANTS THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. LESSEE CERTIFIES THAT IT HAS READ AND RECEIVED A COPY OF THIS LEASE.

LESSEE UNDERSTANDS AND AGREES THAT NEITHER SUPPLIER NOR ANY SALESPERSON OR OTHER AGENT OR EMPLOYEE OF SUPPLIER IS AN AGENT OF LESSOR OR HAS ANY AUTHORITY TO SPEAK FOR OR TO BIND LESSOR IN ANY WAY. LESSOR IS NOT AN AGENT OR REPRESENTATIVE OF SUPPLIER.

LESSOR AND LESSEE HAVE ENTERED INTO THIS LEASE INTENDING TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK HEREOF AND ON ALL SCHEDULES. IMPORTANT LIMITATIONS OF LIABILITY ARE CONTAINED ON THE REVERSE SIDE. ALL LEASES HEREUNDER SHALL BE NONCANCELLABLE NET LEASES.

EATON FINANCIAL CORPORATION LESSOR

[Signature]
Authorized Signature
[Signature]
Date 5-11-92

PLEASANT LIVING CONVALESCENT CENTER LESSEE
by *[Signature]*
Authorized Signature
Print Name Robert G. Owens
Title Administrator
Date December 24, 1991

2021-8/91

FILING OFFICER COPY

STATE OF MARYLAND
STATE OF MARYLAND

570 100 AA Co.

286141

BOOK 579 PAGE 437

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (XX) YES () NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

RECORD FEE 11.00
POSTAGE .50

#419330 C489 R02 T15:14
04/20/92

Index numbers of subsequent statements (For office use only)



MARY M. ROSE
AA CO. CIRCUIT COURT

Name & mailing address of all debtors, trade styles, etc.
No other name will be indexed.

ABSE, DAVID I
P O BOX 453
EDGEWATER, MD 21037

Check the box indicating the kind of statement.
Check only one box.

- (XX) ORIGINAL FINANCING STATEMENT
() CONTINUATION-ORIGINAL STILL EFFECTIVE
() AMENDMENT
() ASSIGNMENT
() PARTIAL RELEASE OF COLLATERAL
() TERMINATION

Name & address of Secured Party

FAUQUIER NATIONAL BANK
10 COURT HOUSE SQUARE
WARRENTON, VA 22186

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered (XX)

Description of collateral covered by original financing statement

A SECURITY INTEREST IN ACCOUNTS RECEIVABLE AS EVIDENCED BY SECURITY AGREEMENT DATED MARCH 11, 1992

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

David I. Abse

The Fauquier National Bank

David I. Abse
Signature of Debtor if applicable (Date)

3/11/92

Robert W. Sylcox, Vice President
Signature of Secured Party if applicable (Date)

3/11/92

FILING OFFICER COPY

Revised 7-1-82

STATE OF MARYLAND
STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 286142

BOOK 579 PAGE 438 AA Co.
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hubers' Bus Service, Inc.

Address 103 Wells Avenue, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name First Maryland Leasecorp

Address 25 S. Charles Street/101-460

Baltimore, MD 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

The herein described property and all additions, attachments, replacement parts, substitutions, trade-ins, and improvements thereto, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.

One (1) new 1988 MCI Model 102A3 Intercity Coach

S/N 1TUFCH8A9JR006633

One (1) new 1989 Prevost Model L Mirage XL motor coach

S/N 2P9L33405K1001934

One (1) new 1991 Prevost Le Mirage XL motor coach

S/N 2P9L33407M1001873

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

Hubers' Bus Service, Inc.

William J. Hubers Pres
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

William R. Brown Asst VP
(Signature of Secured Party)

William R. Brown, Assistant Vice President

Type or Print Above Signature on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 286143

BOOK 579 PAGE 413
Identifying File No. AA Co.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hubers II, Inc.

Address B & A Blvd. & Bremer Drive, Glen Burnie, MD 21061

2. SECURED PARTY

Name First Maryland Leasecorp

Address 25 S. Charles Street/101-460

Baltimore, Maryland 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Attached Exhibit A for UCC Language and Equipment List.

Name and address of Agent

#121150 C/PI R/S T/11/01

04/20/72

MARY H. ROSE

AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☒ (Products of collateral are also covered)

Hubers II, Inc.

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

First Maryland Leasecorp

(Signature of Secured Party)

William R. Brown, Assistant Vice President

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

1/52

The herein described property and all additions, attachments, replacement parts, substitutions, trade-ins, and improvements thereto, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.

One (1) used 1977 TMC motor coach S/N 1656

One (1) new 1986 International Model 1853 school bus.
S/N 1HVLPUXM3GHA34385 with a 66 passenger Thomas school bus body.

One (1) new 1987 International Model 1853 school bus.
S/N 1HVLPUXP1HH467583 with a 66 passenger Thomas school bus body.

One (1) 1987 International Model 1853 school bus.
S/N 1HVLPUXP5HH502111 with a 66 passenger Thomas school bus body.

One (1) 1987 International Model 1853 school bus.
S/N 1HVLPUXP3HH502110 with a 66 passenger Thomas school bus body.

Two (2) 1987 International Model 1853 school bus
S/N's 1HVLPUXP7HH502112, 1HVLPUXP9HH502113 with 66 passenger Thomas
School bus bodies.

Two (2) used 1981 Ford Model B700 school buses S/N 1FDWJ74N1BVJ33712 and 1FDWJ74N0BVJ33717 with
66 passenger Thomas school bus bodies.

Four (4) new 1989 International Model 1853 school buses

S/N's 1HVLP CFM6KH666623
1HVLP CFM9KH654983
1HVLP CFMOKH666620
1HVLP CFM2KH666621

with 66 passenger Thomas school bus bodies.

One (1) used 1975 MCI Model MC8 motor coach S/N S11213

Four (4) new 1990 International Model 3800 school buses

S/N's 1HVBBCFP1LH259721 1HVBBCFP3LH259722
1HVBBCFP8LH259733 1HVBBCFP1LH259735

JEA

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated Apr 10, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name B.E.K. Enterprises, Inc.

Address 8375 Jumpers Hole Road Suite 302 Millersville, Md 21108

2. SECURED PARTY

Name Bobcat of Baltimore, Inc.

Address 1415 Bush St. Suite 140

Baltimore, Md. 21230

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One Melroe Bobcat S/N 508616910
Model 753 with flotation tires
and 60" bucket w/teeth

Name and address of Assignee

CLARK CREDIT CORPORATION
500 CIRCLE DRIVE
BUCHANAN, MI 49107-1395

* This covers a Conditional Sales Contract

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

B.E.K. Enterprises, Inc.

Kenneth R. Hoffman
(Signature of Debtor)

KENNETH R. HOFFMAN
Type or Print Above Name on Above Line

Kenneth R. Hoffman Sec/Treas.
(Signature of Debtor)

Type or Print Above Signature on Above Line

Bobcat of Baltimore, Inc.

Donald Chatman
(Signature of Secured Party)

Donald Chatman President
Type or Print Above Signature on Above Line



MARY H. ROSE
PA. CO. CIRCUIT COURT

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

286145 Identifying File No. 579 PAGE 442

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated April 2, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name W.W. ADCOCK, INC.

Address 305 Najoles Rd., Millersville, Maryland 21108

2. SECURED PARTY

Name CENTURY PRODUCTS, INC.

Address 171 Medford St., Malden, Massachusetts

Thomas M. Camp, Esq., Hutchins & Wheetler 101 Federal St., Boston
Person And Address To Whom Statement Is To Be Returned If Different From Above. MA 02110

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

All Inventory delivered by Secured Party to Debtor; and all tangible and intangible personal property of Debtor, including without limitation, all Equipment, Inventory, Chattel Paper, Documents, Instruments, General Intagibles and Accounts, in each case as now existing and as hereafter acquired or arising and all products and proceeds of the foregoing.

Name and address of Assignee

RECORD FEE

11.00

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CHECK ☒ THE LINES WHICH APPLY6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)To be filed in the
Office of the Clerk of the
Circuit Court of the County☒ (Proceeds of collateral are also covered)☒ (Products of collateral are also covered)

W.W. ADCOCK, INC.

BY: W.W. Adcock
(Signature of Debtor)

CENTURY PRODUCTS, INC.

Type or Print Above Name on Above Line

(Signature of Debtor)

BY:

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ EXEMPT

If this statement is to be recorded in land records check here. ☐

This financing statement Dated As of 4/7/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JOHN E. MARTIN, dba
JEM VENDING
Address 696 W. MAPLE ROAD
LINTHICUM HEIGHTS, MARYLAND 21090

2. SECURED PARTY

Name NATIONAL VENDORS, A DIVISION
OF UNIDYNAMICS CORPORATION
Address 12955 ENTERPRISE WAY
BRIDGETON, MISSOURI 63044

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

TWO (2) NATIONAL SERIES VENDING MACHINES: 89648.
2-148-02/148-018420, 148-018421 SHPD. 3/18/92.

Name and address of Assignee

INVOICE# 84857

BL
CLERKCHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)JOHN E. MARTIN, dba
JEM VENDING

(Signature of Debtor)

JOHN E. MARTIN Owner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NATIONAL VENDORS, A DIVISION
OF UNIDYNAMICS CORPORATION

(Signature of Secured Party)

DANIEL F. GREEN, MANAGER
Type or Print Above Signature on Above Line

Approved
Accountant
11.50

286147

BOOK 579 PAGE 444

MARYLAND FINANCING STATEMENT

(XX) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE: The Beach Club Limited Partnership
(Name or Names)
305 East Furnace Branch Road, Glen Burnie, Maryland 21060
(Address) CFSL 5164
LESSEE: _____
(Name or Names)

(Address)
2. LESSOR: Chesapeake Industrial Leasing Co., Inc.
9506 Harford Road, Baltimore, Maryland 21234
3. ASSIGNEE (if any) Chesapeake Federal Savings & Loan Association
Of LESSOR: _____ (Name or Names)
2001 E. Joppa Rd. Baltimore, Maryland 21234
(Address)
4. This financing Statement covers the following types (or items) of property:

1 - Ryan Aerator Model G-A30

Equipment Location: 9715 Deer Park Drive
Berlin, Maryland 21811



5. Proceeds of Collateral, cash and non-cash including insurance proceeds, are covered hereunder.

LESSEE

LESSOR

<u>The Beach Club Limited Partnership</u>	<u>Chesapeake Industrial Leasing Co., Inc.</u>
By: <u>[Signature]</u> (Title)	By: <u>[Signature]</u> Credit Manager (Title)
<u>FJS Management Company-General Partner</u>	<u>Donald A. Lounsbury</u>
(Type or print name of signer)	(Type or print name of signer)
By: _____ (Title)	Return to: <u>Chesapeake Industrial Leasing Co., Inc.</u>
(Type or print name of signer)	<u>9506 Harford Road</u>
	<u>Baltimore, MD 21234</u>

12.50

STATE OF FLORIDA
UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1 REV. 1981
THIS FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

DEBTOR (Last Name First if a Person) NAME 1A PHILBRICK, CHARLES A. MAILING ADDRESS 955 AQUA CT. CITY ANNAPOLIS, MD 21401 STATE		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office	
MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person) NAME		286148 BOOK 579 PAGE 445	
1B PHILBRICK, LAURALEE M. MAILING ADDRESS 955 AQUA CT. CITY ANNAPOLIS, MD 21401 STATE			
MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person) NAME			
1C MAILING ADDRESS CITY STATE			
SECURED PARTY (Last Name First if a Person) NAME			
2A CHRYSLER FIRST COMMERICAL CORP. MAILING ADDRESS 7000 CENTRAL PARKWAY. SUITE 1400 CITY ATLANTA, GA 30346 STATE			
MULTIPLE SECURED PARTY (IF ANY) (Last Name First if a Person) NAME			
2B MAILING ADDRESS CITY STATE		AUDIT UPDATE	
ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) NAME		VALIDATION INFORMATION	
3 MAILING ADDRESS CITY STATE			
4. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required) If more space is required, attach additional sheets 8 1/2" x 11"			
USED 88 FOUNTAIN 10 METER BOAT SERIAL #: FGQ10199B888 USED 88 T/MERCUSIERS 10 METER MOTOR SERIAL #: B860152 B860192 USED 88 EAGLE CUSTOM 12DBC343XI1108981 Maturity DATE 4-13-97			
5. Proceeds of collateral are covered as provided in Sections 679.203 and 679.306, F.S.		7. No of additional Sheets presented	
6. Filed with Anne Arundel County SECRETARY OF STATE			
8. (Check <input checked="" type="checkbox"/>) All documentary stamp taxes due and payable or to become due and payable pursuant to Section 201.22, F.S. have been paid. <input checked="" type="checkbox"/> Florida Documentary Stamp Tax is not required			
9. This statement is filed without the debtor's signature to perfect a security interest in collateral (Check <input type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected <input type="checkbox"/> as to which the filing has lapsed <input type="checkbox"/> acquired after a change of name, identity, or corporate structure of the <input type="checkbox"/> debtor or <input type="checkbox"/> secured party		10. (Check <input type="checkbox"/> if so) <input type="checkbox"/> Debtor is a transmitting utility <input type="checkbox"/> Products of collateral are covered	
11. SIGNATURE(S) OF DEBTOR(S) Charles A. Philbrick 04/07/92			
12. SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE Chrysler First Commercial Corp m Levens			
13. Return copy to NAME Charles First ADDRESS PO BOX 468029 CITY Atlanta STATE GA ZIP CODE 30346			

RECORD FEE 11.00
#122040 C191 703 710414
04/21/92
MARY N. ROSE
H&CO. CIRCUIT COURT



NAME AND ADDRESS OF PREPARER

CHRYSLER FIRST COMMERCIAL CORP.
P. O. BOX 468029
ATLANTA, GA 30346-8029

STANDARD FORM — FORM UCC-1

Approved by Secretary of State, State of Florida

FILING OFFICER COPY

286149

Anne Arundel County
A/C #1-999B-C-02-10030-3

STATE OF MARYLAND

BOOK 579 PAGE 446

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-
tion tax indicate amount of taxable debt here. \$ 50,000.00If this statement is to be recorded
in land records check here. ☐

Recordation Tax paid to Howard County in the amount of \$350.00.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name C & S Faulkner, Inc.Address 6520 Hanover Road, Hanover, Maryland 21076

2. SECURED PARTY

Name Orix Credit Alliance, Inc.Address P.O. Box 676, 1331A Ashton Road, Hanover, Maryland 21076Orix Credit Alliance, Inc., P.O. Box 676, 1331A Ashton Road, Hanover, MD 21076

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

BL
CLERK

RECORD FEE 17.00

RECORD TAX 350.00

POSTAGE .50

RECORDING FEE AND TAXES 17.00

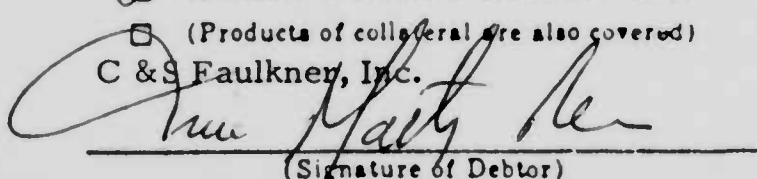
TOTAL 384.50

MARY H. ROSE

CLERK OF DISTRICT COURT

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real
estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to
be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

C & S Faulkner, Inc.



(Signature of Debtor)

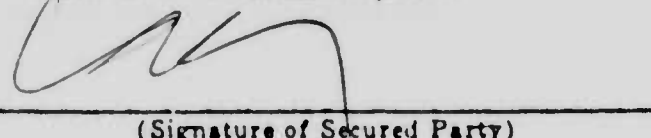
Tirso Martinez, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Orix Credit Alliance, Inc.



(Signature of Secured Party)

Laurence F. Kimmel

Type or Print Above Signature on Above Line

1
350.50

300 Lighting Way
Secaucus, NJ 07096-1525

ORIX CREDIT ALLIANCE, INC.
170 BROADWAY
NEW YORK, NEW YORK 10022

SECURITY AGREEMENT—MORTGAGE ON GOODS AND CHATTELS

BOOK 579 PAGE 447

THIS MORTGAGE made the 5th day of April, 1992

by and between

C & S Faulkner, Inc., having its principal place of business at

(Name of Mortgagor)

6520 Hanover Road, Hanover, Maryland 21076

(Address of Mortgagor)

C & S Faulkner, Inc.

"Mortgagee":

"Mortgagor", and
[If Mortgagee named above is not ORIX Credit Alliance, Inc., Mortgagor acknowledges notice of the intended assignment hereof to ORIX Credit Alliance, Inc. (said assignee hereinafter called "Mortgagee").
and upon such Assignment, Mortgagor agrees not to assert against Mortgagee any defense, setoff, recoupment, claim or counterclaim which Mortgagor may have against the mortgagee named above
and any assignee hereof prior to Mortgagee, whether arising hereunder or otherwise.]

WITNESSETH:

1. To secure the prompt payment, with interest thereon, performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures, general intangibles and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor and all proceeds and any distribution thereof and any insurance thereon (all of the foregoing hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect. Mortgagor grants Mortgagee a security interest in the Mortgaged Property to secure the Mortgage Obligations.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsements, guaranties, benefits and financial accommodations heretofore and/or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore and/or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be and/or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements and the amount due upon any notes or other obligations, given to or received by Mortgagee directly from Mortgagor or by way of assignment from any one or more third parties and whether or not presently contemplated by the parties, and for or on account of any of the foregoing, and the prompt performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee. With respect to any and all Mortgage Obligations, time is and shall be of the essence.

3. Mortgagor covenants and warrants to Mortgagee and agrees that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity of any unpaid installment of the Mortgage Obligations, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day until the Mortgage Obligations are collected by the Mortgagee in full and if all or any portion of the Mortgage Obligations be referred to an attorney for collection, a reasonable sum (equal to 20% of the unpaid amount of such Mortgage Obligations) as attorneys' fees. Any interest rate, fee or charge ("rate") charged or to be charged or provided for in any way hereunder or under any document, note or instrument given in connection with any of the Mortgage Obligations shall not in any event or contingency exceed any maximum permitted by applicable law and any such rate shall be deemed hereby amended accordingly. Any sums collected with respect to any rate in excess of any maximum, shall be applied to reduce the principal sum owing under the Mortgage Obligations. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in good repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof; and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies (each containing a standard/breach of warranty clause) acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become a part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage; Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and of mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property may be located and with any orders, ordinances, laws or statutes of any city, state or other entity having jurisdiction over the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any defects or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense, including reasonable attorneys' fees, that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the full, prompt and faithful performance of any of the terms, conditions and provisions of this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or cause the performance of such, for the account and at the sole cost and expense of Mortgagor, which (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross-claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagee. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, or if none be shown, at the last known address of Mortgagor, according to Mortgagee's records, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the exclusive venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder or with respect to the Mortgage Obligations, except with respect to any action seeking replevin of any of the Mortgaged Property. At Mortgagee's request Mortgagor will furnish current financial statements satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or become insolvent, or make an assignment for the benefit of creditors, or if proceedings under any Bankruptcy Act or for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail to punctually and faithfully fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument made by Mortgagor and then held by Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event the indebtedness under all Mortgage Obligations shall at once, at the option of Mortgagee, and to the extent permitted by applicable law, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property, at any time, wherever it may be, and to enter any premises, with or without process of law, and search for, take possession of, remove, or keep and store the Mortgaged Property on said premises until sold, without liability for trespass nor charge for storage, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect, in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale, Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. Any public sale will be deemed commercially reasonable if notice thereof shall be mailed to Mortgagor at least 10 days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale and if upon terms of 25% cash down with the balance payable within 24 hours; and any private sale shall be deemed commercially reasonable if notice thereof be mailed to Mortgagor at least 14 days before the sale date stated therein and credit given for the full price stated, less reasonable attorneys' fees. In light of Mortgagor's obligation to maintain the Mortgaged Property, Mortgagee shall not be required to refurbish, repair or otherwise incur any expenses in preparing the Mortgaged Property for sale but may sell its interest therein on an "as-is", "where-is" basis. The proceeds of any public sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including reasonable attorneys' fees (deemed to be 20% of the unpaid Mortgage Obligations) and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency plus late charges thereon as provided above. Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof. Such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the jurisdiction of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder, plus reasonable attorneys' fees, and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisement, stay or exemption laws then in force. Any notices relating hereto shall be in writing and effective when delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or with respect to any and all counterclaims, cross-claims, setoffs or recoupment claims.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's possession and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagee for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied, without notice to Mortgagor, partly or entirely to such of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion,

Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations shall in no event, circumstance or contingency, exceed any maximum permitted by applicable law.

7. If, after default by Mortgagor under the Mortgage Obligations, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the right of Mortgagee subsequently to make demand for immediate payment, performance and fulfillment of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose this Mortgage at any time, or to proceed otherwise; and the acceptance by Mortgagee of any payment subsequent to such default shall not be deemed a waiver of any of Mortgagee's rights. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to the original mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain, service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and thus not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST/WITNESS:

Howard L. Jester, Jr.
Secretary/Witness

C & S Faulkner, Inc.

By

Timothy J. Martin
(Title)

STATE OF Maryland

COUNTY OF Anne Arundel

SS

Timothy J. Martin being duly sworn, deposes and says:

1. He is the *President* of C & S Faulkner, Inc.
(hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.

2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.

3. Mortgagor is solvent and justly indebted to the mortgagee named in the foregoing Mortgage (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.

4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.

5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this

7th day of *April*

19

92

(Notarial Seal)

NOTARY PUBLIC STATE OF MARYLAND,
My Commission Expires May 1, 1993

STATE OF Maryland

COUNTY OF

Anne Arundel

SS

I, *Howard L. Jester, Jr.*

a Notary Public duly qualified in and for said County and State, do hereby certify that on this

9th day of *April*

19

92

in (Place) *Hanover*

in said County, before me personally appeared

to me personally well known

(For Individual)

as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership)

and known as and to be member of the partnership of

and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)

to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the *President* of *C & S Faulkner*

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment; that he

knows the contents of said instrument; that he resides at

that he knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires May 1, 1993

SCHEDULE "A"

BOOK 579 PAGE 449

This schedule is attached to and becomes part of Security Agreement, Conditional Sales Contract, Chattel Mortgage, Lease or _____ dated April 9, 19 92 between the undersigned.

QUANTITY	DESCRIPTION OF PROPERTY (Indicate Whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
Ten (10)	30 cubic yard open top roll-off containers		16346, 16347, 18721, 18734, 18662, 18664, 18665, 18666, 18715 and 18716
Two (2)	20 cubic yard open top roll-off containers		18825 18734
Twelve (12)	8 cubic yard front end loading containers		VC16635, VC16636, VC16637, VC16638, VC16835, VC16836, VC16837, VC16838, VC16839, VC16840, VC16841, VC16842
Fourteen (14)	6 cubic yard front end loading containers		VC16821, VC16822, VC16823, VC16824, VC16825, VC16826, VC16827, VC16828, VC16829, VC16830, VC16831, VC16832, VC16833, VC16834
Four (4)	4 cubic yard front end loading containers		VC16631, VC16632, VC16633, VC16634
Four (4)	2 cubic yard front end loading containers		VC16627, VC16628, VC16629, VC16630
	and all attachments and accessories thereto.		
	The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.		

This schedule is hereby verified correct and undersigned Purchaser(s), Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Secured Party/Seller/Mortgagee/Lessor:

Orix Credit Alliance, Inc.

By: _____

FICA-L-28

Debtor/Purchaser/Mortgagor/Lessee:

C & S Faulkner, Inc.

By: _____

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE,
ASSIGNMENT, ETC.--FORM UCC-3

BOOK 579 PAGE 450

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING
FILE NO. 269647

RECORDED IN BOOK 517 PAGE 339 ON SEPTEMBER 8,
1987.

1. DEBTOR

NAME: RIVA TRACE CORPORATION

ADDRESS: 2661 RIVA ROAD, HERITAGE OFFICE CENTER
ANNAPOLIS, MARYLAND 21401

2. SECURED PARTY

NAME: HOME FEDERAL SAVINGS BANK

ADDRESS: 122-128 WEST WASHINGTON STREET
HAGERSTOWN, MARYLAND 21740

MATURITY DATE OF OBLIGATION (IF ANY)

CHECK FORM OF STATEMENT

A. Continuation
The original financing state-
ment between the foregoing
Debtor and Secured Party,
bearing the file number shown
above, is still effective.

B. Partial Release..... XX
From the collateral described
in the financing statement
bearing the file number shown
above, the Secured Party
releases the following:
SEE BELOW

C. Assignment.....
The Secured Party certifies
that the Secured Party has
assigned to the Assignee whose
name and address is shown
below, Secured Party's rights
under the financing statement
bearing the file number, shown
above in the following
property:

D. Other:
(Indicate whether amendment,
nation, etc.)

LOTS 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 AND 16 AS SHOWN ON
A PLAT ENTITLED "RESUBDIVISION OF RESERVE PARCEL "B" RIVA
TRACE SECTION 2 WINTER'S CHASE, WHICH PLAT IS RECORDED AMONG
THE PLAT RECORDS OF ANNE ARUNDEL COUNTY IN BOOK 106, PAGES 17
AND 18".

(Signature of Debtor)

(Signature of Secured Party)

Printed Name

RICHARD W. PHOEBUS
Type or print above name on
above line

Date April 1, 1992

RTrace.3UCC

AFTER RECORDING RETURN TO:
TERRY L. SHRIVER
MILES & STOCKBRIDGE
600 WASHINGTON AVENUE
TOWSON, MARYLAND 21204

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE,
ASSIGNMENT, ETC.--FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING
FILE NO. 271075

RECORDED IN LIBER 521 PAGE 349 ON DECEMBER 29,
1987.

1. DEBTOR

NAME: RIVA TRACE CORPORATION

ADDRESS: 2661 RIVA ROAD, HERITAGE OFFICE CENTER
ANNAPOLIS, MARYLAND 21401

2. SECURED PARTY

NAME: HOME FEDERAL SAVINGS BANK

ADDRESS: 122-128 WEST WASHINGTON STREET
HAGERSTOWN, MARYLAND 21740

MATURITY DATE OF OBLIGATION (IF ANY) _____

CHECK FORM OF STATEMENT

A. Continuation
The original financing state-
ment between the foregoing
Debtor and Secured Party,
bearing the file number shown
above, is still effective.

B. Partial Release..... XX
From the collateral described
in the financing statement
bearing the file number shown
above, the Secured Party
releases the following:
SEE BELOW

C. Assignment.....
The Secured Party certifies
that the Secured Party has
assigned to the Assignee whose
name and address is shown
below, Secured Party's rights
under the financing statement
bearing the file number, shown
above in the following
property:

D. Other:
(Indicate whether amendment,
nation, etc.)

LOTS 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 AND 16 AS SHOWN ON
A PLAT ENTITLED "RESUBDIVISION OF RESERVE PARCEL "B" RIVA
TRACE SECTION 2 WINTER'S CHASE, WHICH PLAT IS RECORDED AMONG
THE PLAT RECORDS OF ANNE ARUNDEL COUNTY IN BOOK 106, PAGES 17
AND 18".

(Signature of Debtor)

Richard W. Phoebus
(Signature of Secured Party)

Printed Name

RICHARD W. PHOEBUS
Type or print above name on
above line

Date April 1, 1992

RTrace.1UCC

103
AFTER RECORDING RETURN TO:
TERRY L. SHRIVER
MILES & STOCKBRIDGE
600 WASHINGTON AVENUE
TOWSON, MARYLAND 21204

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 286150

Identifying File No. 579 PAGE 452

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bowen's Farm Supply, Inc.
Address 2550 Riva Road, Annapolis, MD 21401

2. SECURED PARTY

Name Stull Company & Tri-State Distributing
Div. Stull Enterprises, Inc.
Address 701 Fourth Avenue, Coraopolis, PA 15108

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All present and future inventory consisting of inventory, goods and products together with all parts and accessories and all replacements, substitutions and additions, in the possession, custody or control of debtor which are sold by or distributed by Stull Enterprises, Inc., and its divisions, affiliates and subsidiaries, together with all proceeds thereof, including insurance proceeds.

Name and address of Assignee

DA CO. CIRCUIT COURT

BL
CLERK

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

BOWEN'S FARM SUPPLY, INC.

Charles H. Bowen
(Signature of Debtor)

Charles H. Bowen, Pres.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Larry R. Weir
(Signature of Secured Party)

Larry R. Weir

Type or Print Above Signature on Above Line

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 286151 Identifying File No. BOOK 579 PAGE 453

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Manuel John Marques/D/B/A
Name Glen Burnie Lawnmower Shop
Address Rte 9 Box 435 Pasadena, Md 21122

2. SECURED PARTY

Name XXXXXXXXXXXXXXXXXXXX Stull Company & Tri-State Distributing
Div. Stull Enterprises, Inc.
Address XXXXXXXXXXXXX 701 Fourth Avenue
XXXXXXXXXXXXXXXXXXXX Coraopolis, PA 15108
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All present and future inventory consisting of inventory, goods and products together with all parts and accessories and all replacements, substitutions and additions, in the possession, custody or control of Stull Enterprises, Inc. and its divisions, affiliates and subsidiaries, together with all proceeds thereof, including insurance proceeds.

Name and address of Assignee

BL
CLERK

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Manuel John Marques
(Signature of Debtor)

Glen Burnie Lawnmower Shop
Type or Print Above Name on Above Line

Manuel John Marques
(Signature of Debtor)

Manuel John Marques, Owner
Type or Print Above Signature on Above Line

Larry R. Weir
(Signature of Secured Party)

XXXXXXXXXXXXXXXXXXXX Larry R. Weir
Type or Print Above Signature on Above Line

STATEMENT OF PARTIAL RELEASE
(U.C.C.-3)

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code and refers to the original Financing Statement filed in the Financing Statement Records of the Clerk of the Circuit Court for Anne Arundel County, Maryland, bearing Identifying File No. 285676, Liber 577, Folio 377, filed on February 14, 1992 (the "Financing Statement").:

1. **DEBTOR:** RUPPERT BROTHERS OF MARYLAND, INC.
479 Jumpers Hole Road, Suite 203
Severna Park, Maryland 21146
2. **SECURED PARTY:** FIRST AMERICAN BANK OF MARYLAND
8401 Colesville Road
Silver Spring, Maryland 20910
Attn: Jeffrey S. Cooper
3. **PARTIAL RELEASE.** The Secured Party partially releases the collateral described in item 4 from the Financing Statement.
4. All inventory, equipment, and other property as more fully set out in the Bill of Sale between RUPPERT BROTHERS OF MARYLAND, INC. and INFORMATION SYSTEMS CORPORATION, a Virginia corporation, dated March 20, 1992, a copy of which is attached hereto. No other collateral is released.

Number of additional sheets presented: 4



SECURED PARTY:

FIRST AMERICAN BANK OF MARYLAND

By: Jeffrey Cooper
Name: Jeffrey Cooper
Title: AVP

TO FILING OFFICER: After this Statement has been recorded, please return to:

Joseph H. Carrington, Esquire
HIRSCHLER, FLEISCHER, WEINBERG, COX & ALLEN, P.C.
The Federal Reserve Bank Building
701 East Byrd Street
Richmond, Virginia 23219

JP.5

BILL OF SALE

FOR VALUE RECEIVED, RUPPERT BROTHERS OF MARYLAND, INC., a Maryland corporation (the "Seller"), hereby sells and conveys to INFORMATION SYSTEMS CORPORATION, a Virginia corporation (the "Purchaser"), the Seller's entire right, title and interest in and to the following assets (collectively, the "Assets"): any and all furniture, fixtures, equipment, machinery, supplies, vehicles, and other tangible personal properties of the Seller listed on Exhibit A to that certain Asset Purchase Agreement dated March 20, 1992, by and between the Purchaser and the Seller (the "Asset Purchase Agreement").

All of the representations and warranties made by the Seller in the Asset Purchase Agreement are incorporated herein by this reference and are hereby confirmed and ratified as true and accurate. The Seller represents and warrants that it has good and marketable title to and the right to sell, transfer, and convey to the Purchaser, its successors and assigns, all of the Assets, subject only to those liens held by First American Bank of Maryland and Owens-Corning Fiberglas Corporation, a Delaware corporation (together the "Secured Creditors") or Maryland National Bank.

Each of the Secured Creditors hereby releases any security interest or other interest or claim that it may have in the Assets and joins in the execution of this Bill of Sale solely to evidence such release; provided, however, that the Secured Creditors shall not release any security interest that they may have in the proceeds of the Assets, including but not limited to the purchase price payment to the Seller as paid under the Asset Purchase Agreement, which represents proceeds of the Assets arising from the sale of the Assets to the Purchaser. Each of the Secured Creditors shall promptly take such actions and shall promptly execute and deliver to the Purchaser statements under the Uniform Commercial Code to completely release their security interests in the Assets.

WITNESS the following signatures this 20th day of March, 1992.

SELLER:

RUPPERT BROTHERS OF MARYLAND, INC.,
a Maryland corporation

By: D. H. P. Rupert

Title: Pres

PURCHASER:

INFORMATION SYSTEMS CORPORATION,
a Virginia corporation

By: Robert Paulis
Title: Treas

SECURED CREDITORS:

FIRST AMERICAN BANK OF MARYLAND,

By: Jeffrey L. Coon
Title: AVP

OWENS-CORNING FIBERGLAS
CORPORATION, a Delaware corporation

By: C. Jackson Snyder
Title: C. JACKSON SNYDER
ASSISTANT TREASURER

EXHIBIT A

RUPPERT BROS. OF MD., INC.

OFFICE FURNITURE & FIXTURES:

BOOK VALUE

File Cabinets	\$257.52
AT&T Spirit System	\$2,180.37
Secretarial chairs, desks, returns, file drawers	\$1,830.83
Executive desk, conference furniture	\$3,562.52
Computer equipment	\$1,646.08
Sharp Facsimile equipment	\$1,160.56
Miscell. pictures	\$276.67
Copiers, cabinets, etc.	\$4,139.24
Typewriter, miscell. equipment	\$232.06
	\$15,285.87
	<u>\$ 5000.00</u>

RUPPERT BROS. OF MD.

1 solid teak conference table
 1 solid teak desk
 1 solid teak credenza
 8 chairs for conference table
 2 chairs
 5 teak desks
 5 teak returns
 6 teak two drawer files
 1 5 drawer lateral file *
 5 4 drawer lateral files *
 3 data cabinets 1 drawer * some files damaged
 2 3 drawer data cabinets *
 miscellaneous other files and chairs
 miscellaneous pictures, etc.

 1 Spirit ATT Telephone System (11 phones)
 1 Sharp FO3200 Fax
 1 Canon NP3525 Copier
 1 Harris 3M copier, Model 6215
 2 Mannesmann Tally 490 Printers
 1 NEC 3550 Printer
 1 Citizen Premier Printer
 1 Silver Reed typewriter
 5 Wyse Terminals
 1 AT&T 3B2/310
 1 AT&T XM
 1 Penril Datalink 9600
 1 Telebit Trailblazer Plus

Filed w/Anne Arundel County, MD STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

286152

BOOK 579 PAGE 459
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$
NOT SUBJECT TO RECORDATION TAX

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Enviro Structures, Ltd.

Address 1230 Cronson Blvd., Crofton, MD 21114

2. SECURED PARTY

Name Caterpillar Financial Services Corporation

Address 10630 Little Patuxent Parkway

Columbia, MD 21044

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One Caterpillar 416 Backhoe Loader, S/N 5PC01527

And substitutions, replacements, additions and accessions thereto, now owned or hereafter acquired and proceeds thereof.

Name and address of Assignee
11/20/90 (19) 103 11/20/90
04/21/92



60716

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Enviro Structures, Ltd.,

Richard M. Feliciano
Title: PRESIDENT
(Signature of Debtor)

RICHARD M. FELICIANO
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Caterpillar Financial Services Corporation

Pat Smith, Doc Analyst
(Signature of Secured Party)
Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Baby Shop, Inc.Address 574-C Ritchie Highway, Severna Park, MD 21146

2. SECURED PARTY

Name Stephen P. Mayka, as Court appointed Disbursing Agent for the Creditors' Committee and Unsecured Creditors of Crib N' Cradle, Inc.Address Lacy, Katzen, Ryen & Mittleman
130 East Main Street
Rochester, NY 14604

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All equipment, fixtures, inventory, stock-in-trade, licenses, intangibles and other business assets and all proceeds, products, profits and replacements thereof and insurance policies and proceeds covering the same or arising therefrom.

Name and address of Assignee _____

THIS FILING IS NOT SUBJECT TO RECORDATION OR TRANSFER TAXES.
THIS FILING AMENDS FILING NO. 110798321.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)☒ (Products of collateral are also covered)

The Baby Shop, Inc.

Joseph F. Crigger - Pres.
(Signature of Debtor)

Joseph F. Crigger, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Stephen P. Mayka
(Signature of Secured Party)
Stephen P. Mayka as Court Appointed
Disbursing Agent

Type or Print Above Signature on Above Line

1991 DEC 31 10:32

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

This statement refers to ORIGINAL Financing Statement bearing File no. 1 10798321 3318-0111 Which was filed March 20, 1991

19

1 Debtor(s) Name (Last Name First) and Complete Address(es)

The Baby Shop, Inc.
574-C Ritchie Highway
Severna Park, Maryland 21146

2 Secured Party(s) Name and Complete Address(es)

Crib-n-Cradle, Inc. by its attorney,
Roy B. Zimmerman, Esquire
423 North Alfred Street
Alexandria, Virginia 22314This Space for use of Filing Officer
(Date, Time and Filing Office)

CHECK (X) THE ITEMS WHICH APPLY

3 () CONTINUATION STATEMENT

RS 12A-9-403

The ORIGINAL Financing Statement bearing the above File Number between the above named Debtor and Secured Party is still effective

4 () TERMINATION STATEMENT

RS 12A-9-404

The above named Secured Party certifies that he no longer claims a security interest under the ORIGINAL Financing Statement bearing the file number shown above

5 (X) STATEMENT OF ASSIGNMENT

RS 12A-9-405

The above named Secured Party certifies that he has assigned all (X) or part () of his rights under the ORIGINAL Financing Statement bearing the file number shown above, to (Assignee(s) of Secured Party(s) Name and Complete Address(es))

Stephen P. Mayka, as Court appointed
Disbursing Agent for the Creditors'
Committee and the Unsecured Creditors
of Crib-n-Cradle, Inc.

LACY, KATZEN, RYEN & MITTLEMAN

130 East Main Street
Rochester, New York 14604

6 () STATEMENT OF PARTIAL RELEASE

RS 12A-9-406

The above named Secured Party certifies that he has released from the types or items of property described in the ORIGINAL Financing Statement bearing the file number shown above the collateral described below

20138715

7. DESCRIPTION OF COLLATERAL

Check which: () RELEASED (X) ASSIGNED () AMENDED

() R.S. 12A:9-103 Collateral already subject to a security interest in the State of

All equipment, fixtures, inventory, stock-in trade, licenses, intangibles, and other business assets and all proceeds, products, profits and replacements thereof and insurance policies and proceeds covering the same or arising therefrom. This filing is not subject to Recordation or Transfer Taxes.

RECORDED ON JAN 13, 1992 AT 11:10 AM
IN THE FINANCING RECORDS OF THE MD. ST.
DEPARTMENT OF ASSESSMENTS AND TAXATION
ID # 110798321 RECEIPT # 137B2060054
SEE BOTTOM OF PAGE FOR LIBER & FOLIO
RECORDING FEE 11.00
RECORDATION TAX

* THIS SERVES AS YOUR RECEIPT *

STATE DEPT. OF
ASSESSMENTS & TAXATION

92 JAN 13 AM 11

RECEIVED

8 () (If collateral is crops) The above described crops are growing or are to be grown on: (Description of real estate and name and address of record owner.)

() (If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to: (Description of real estate and name and address of record owner.)

9 (X) PROCEEDS of Collateral are also covered.

10 (X) PRODUCTS of Collateral are also covered

No. of additional sheets presented ()

11 () Filed with County Recording Officer of

County: () Secretary of State.

Signature(s) of Secured Party(s) or Assignee(s)

Roy B. Zimmerman, Attorney for Crib-n-Cradle
Inc.

Dated 12/20/91 19

(Not Valid Unless Signed)

FILING OFFICER'S
COPY— This form of financing statement is approved by the Secretary of State of New Jersey.
"C-3 STANDARD FORM — UNIFORM COMMERCIAL CODE"THESE FORMS MAY BE PURCHASED FROM:
ALL-STATE LEGAL SUPPLY CO.
1 COMMERCE DR., CRANFORD, N.J. 07016

FINANCING STATEMENT
AND SECURITY AGREEMENT

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es): (last name first) Floor Coverings International 1120 Valentine Creek Drive Crownsville, Md. 21032	2. SECURED PARTY THE ZAMOISKI CO. 3000 Waterview Avenue Baltimore, Maryland 21230
--	---

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

RECORD FILE 12/1/92
M123120 0191 603 713114

04/01/92

MARY H. RICE

PA CO. CIRCUIT COURT

DEBTOR:

Floor Coverings International

SECURED PARTY:

(Type Name)
By: Scott D. Lawson (SEAL)
Scott D. Lawson, Owner
By: _____ (SEAL)

THE ZAMOISKI CO.
By: Lena J. Schellberg
Feb 12 19 92
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.
Under each signature, type or print name of person signing and title, if any.
MD, VA, DC, PA - Inventory

Terms and Conditions of Security Agreement

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations. Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

STATE OF MARYLAND

FINANCING STATEMENT

FORM UCC-1

BOOK

579

PAGE

464

Identifying File No.

286154

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Beard, Julian B, Jr.

Address 2744 S. Haven Rd, Annapolis, MD 21401

2. SECURED PARTY

Name Suburban Turf Equipment

Address 1300 Suburban Way Crownsville, MD 21032

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Grasshopper GH725 Mower SN 327059

Grasshopper GH9252 Deck SN 325262

Name and address of Assignee

Agricredit Acceptance Corporation
P.O. Box 10357
Des Moines, Iowa 50306-0357

BL
CLERK

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

not subject to recording tax lease 8 seven years or less exempt from tax

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Julian Burch Beard Jr
(Signature of Debtor)

Julian B. Beard, Jr

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Daniel Phelps
(Signature of Secured Party)

Suburban Turf Equipment

Type or Print Above Signature on Above Line

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

☒ TO BE RECORDED IN
LAND RECORDS Anne Arundel County, Maryland

For Filing Officer Use
File No.
Date & Hour

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement

Date of Filing October 27th, 1976
Maturity date (if any)

Record Reference Inst. No. 205665 Bk#363 Pg# 233

Name(s) of Debtor(s) or assignor(s)
(Last Name First)
Henry A. Mack, Jr.

No.	Street	City	State
107	E. Furnace Branch Rd.	Glen Burnie, Maryland	21061

Name of Secured Party or assignee

No.	Street	City	State
	19 E. Fayette Street	Baltimore, Maryland	21202

Baltimore Federal Savings and Loan Association
CHECK APPLICABLE STATEMENT

☐ CONTINUATION

The original Financing Statement identified above by file number is still effective.

☒ TERMINATION

The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.

☐ RELEASE

From the property described in the original Financing Statement identified above, the property described below is released.

☐ ASSIGNMENT

The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.

☐ OTHER

RETURN TO:

PROPERTY DESCRIPTION:



RECORD FEE 10.00

POSTAGE .50

RECEIVED CIVIL 10/27/76

04/26/77

ADJ. H. ROSE

CLERK

Debtor(s) or assignor(s)

Resolution Trust Corporation, as receiver for
Baltimore Federal Financial, FSA, Successor to
Baltimore Federal Savings and Loan Association

(Corporate, Trade or Firm Name) (Sml)

By Paula R. Payne
Signature of Secured Party or Assignee

(Type or print name under signature)

Specialist in charge

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

1058

ABSSCO

Enterprises 579 PAGE 466

096527

10755 York Road, Cockeysville, Maryland 21030-2114

FINANCING STATEMENT

ACCOUNT NO. 20711
LEASE NO. 4530

SECURED PARTY

NAME AND ADDRESS OF LESSEE		DELIVER TO (GIVE COMPLETE ADDRESS)	
DEBRA KELLY T/A			
ENVIRONMENTAL SYSTEMS ANALYSIS INC.		286155	
708 MELVIN AVE.			
ANNAPOLIS, MD. 21401 PHONE		PHONE	
QUANTITY	MAKE — MODEL — SERIAL # — DESCRIPTION		PRICE
1	MURATA F-70 S/N #21242		
1	SURGE PROTECTOR		
EQUIPMENT			

☒ TO BE

RECORDED IN FINANCING STATEMENT

☐ NOT TO BE

☒ SUBJECT TO

☐ NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 2000.00

1. This Financing Statement covers the above described equipment. (Describe - attach separate list if necessary)
2. Proceeds of collateral are covered
3. Products of collateral are not covered.

DEBTOR (S):

[Signature]
(SIGNATURE OF DEBTOR)

DEBRA KELLY
TYPE OR PRINT

(SIGNATURE OF DEBTOR)

TYPE OR PRINT

SECURED PARTY:

ABSSCO ENTERPRISES

BY [Signature]
(SIGNATURE OF SECURED PARTY)

ALAN I. ELKIN, PRESIDENT
TYPE OR PRINT (INCLUDE TITLE IF COMPANY)

TO THE FILING OFFICER: After this statement has been recorded, please mail same to:

Name and Address: ABSSCO ENTERPRISES
10755 York Road
Cockeysville, Maryland 21030-2114

12
14-
50

ABSSCO

034140

Enterprise BOOK 579 PAGE 467

FINANCING STATEMENT

ACCOUNT NO.	39723
LEASE NO.	4466

SECURED PARTY

10755 York Road, Cockeysville, Maryland 21030-2114

NAME AND ADDRESS OF LESSEE		286156 (GIVE COMPLETE ADDRESS)	
Kneseth Israel Corporation		Same	
1125 Spa Rd.			
Annapolis, Md. 21401			
PHONE		PHONE	
QUANTITY	MAKE — MODEL — SERIAL # — DESCRIPTION	PRICE	
EQUIPMENT	1 Minolta 5400 Copier, Serial#319598		
	1 Minolta AFR, SSerial #6129835		
	1 Minolta S201, Serial #618556		
	1 Minolta C203, Serial #614259		
	1 Minolta AD1, Serial #6133345		
	1 Copy Guard 1013, Serial #00413		
	1 Blue Color Unit		
		RECORDING FEE 11.00	
		RECORDING TAX 73.50	

☒ TO BE

RECORDED IN FINANCING STATEMENT

☐ NOT TO BE

☒ SUBJECT TO

☐ NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 10,500.00

1. This Financing Statement covers the above described equipment. (Describe - attach separate list if necessary)
2. Proceeds of collateral are covered
3. Products of collateral are not covered.

BL
CLERK

1.00
.50
10.00
70.00
3.50
85.00

DEBTOR (S):

SECURED PARTY:

Gail Snyder
(SIGNATURE OF DEBTOR)

ABSSCO ENTERPRISES

Gail Snyder, President
(TYPE OR PRINT)

BY [Signature]

(SIGNATURE OF DEBTOR)

(SIGNATURE OF SECURED PARTY)

(TYPE OR PRINT)

ALAN I. ELKIN, PRESIDENT
(TYPE OR PRINT (INCLUDE TITLE IF COMPANY))

TO THE FILING OFFICER: After this statement has been recorded, please mail same to:

Name and Address: ABSSCO ENTERPRISES
10755 York Road
Cockeysville, Maryland 21030-2114

11.00
73.50
.50

FINANCING STATEMENT FORM UCC-1

286157

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 22,600.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated March 3, 1992 is presented to a filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Arundel Recycling Center, Inc.

Address 7515 Connelley Drive Hanover, Maryland 21076

2. SECURED PARTY

Name Mercantile Safe Deposit and Trust Company

Address P.O. Box 1972 Baltimore, Maryland 21203 / C/O Mercantile Safe Deposit and Trust

Company 409 Washington Ave. Suite 800 Towson, Maryland 21204 Attn: Thomas M. Esposito, A.V.P.
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) March 3, 1995

4. This financing statement covers the following types (or items) of property; (list)

1. Rapid Model 1224 KU Granulator Serial # 60.1213 and attachments
2. 1 OOS Can Sorter with DC Motor and Matched Speed Controller Serial # 495G
3. 1 Rudco 40 yard Open Top Container Serial # 81407



CHECK X THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Bruce A. Smith
(Signature of Debtor)

Bruce A. Smith, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Thomas M. Esposito
(Signature of Secured Party)

Thomas M. Esposito, Assistant Vice President

Type or Print Above Signature on Above Line

C86158

The underlying secured transaction being publicized by this Financing Statement ☐ Is ☒ Is not wholly or partially subject to the Maryland Recordation Tax on the taxable principal amount of the debt: \$ _____.

MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS ☐ YES ☒ NO

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION Anne Arundel County

This Financing Statement dated 04-06-1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address:

InterCAP Graphics Systems, Inc.
116 Defense Highway
Annapolis, MD 21401

Check the box indicating the kind of statement.
Check only one box.

- (X) ORIGINAL FINANCING STATEMENT
() CONTINUATION ORIGINAL STILL EFFECTIVE
() AMENDMENT
() ASSIGNMENT
() PARTIAL RELEASE OF COLLATERAL
() TERMINATION

Name and address of Secured Party

Annapolis National Bank
P.O. Box 2279

Annapolis, MD 21404-2279

Name and address of Assignee

Date of maturity, if any

Check if proceeds/products of collateral are covered (X)

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

All Inventory, Accounts, Contract Rights and General Intangibles; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds).

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Maryland from another jurisdiction.

Describe Real Estate if applicable:

This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)

- () already subject to a security interest in the state of _____ when it was brought into this state or when the debtor's location was changed to this state, or
() which is proceeds of the original collateral described above in which a security interest was perfected.

InterCAP Graphics Systems, Inc.

Annapolis National Bank

By: A.G.W. Biddle, III, President

Signature of Debtor

Signature of Secured Party

11/50

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) Recep Erol, M.D., P.A. 1414 Crane Highway Suite 6A Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) Lear Financial Corporation 312 Clairemont Road Villanova, PA 19085	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 #12250 0191 003 110471
4. This financing statement covers the following types (or items) of property: #65000101 1 Q4500 Stress Test Monitor S/N: 104 1 Q55 208/230V-1PH-60HZ Series 9 S/N: 1494		5. Assignee(s) of Secured Party and Address(es) Meridian Leasing, Inc. 1 Meridian Blvd. - 4th Floor Wyomissing, PA 19610
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected. Check <input checked="" type="checkbox"/> if covered. <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		Filed with: BL CLERK
By: <u>Recep Erol, M.D., P.A.</u> <u>[Signature]</u> President Signature(s) of Debtor(s)		By: <u>Lear Financial Corporation</u> <u>[Signature]</u> President Signature(s) of Secured Party(ies)
(1) Filing Officer Copy - Alphabetical		STANDARD FORM - FORM UCC-1.

STATE OF MARYLAND

COUNTY OF ANNE ARUNDEL
UNIFORM COMMERCIAL CODE

ORIGINAL FINANCING STATEMENT - FORM UCC-1

This statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Date:

Name and Address of Debtor:

Systems Control, Inc.
c/o Hamilton Test Systems, Inc.
2002 N. Forbes Boulevard
Tucson, Arizona 85745

Name and Address of Secured Party:

Internationale Nederlanden Bank N.V.,
New York Branch, as Agent
135 East 57th Street
New York, New York 10022

The Original Financing Statement covers the following types (or items) of property, whether now owned or hereafter acquired:

RECORD FEE
ISSUE

25.00
.50

All of the Debtor's right, title and interest in and to, whether now owned or hereafter acquired by the Debtor and whether now existing or hereafter coming into existence, and wherever located, all goods, instruments, chattel paper, letters of credit, accounts, general intangibles, inventory, equipment, documents of title and all other property of the Debtor, all as more particularly described (but without limiting the generality of the foregoing) in Schedule 1 attached hereto and made a part hereof.

48740 C603 R04 T15:16
04/21/92

The recordation tax in the amount of \$3.50/\$500 for the amount of \$210,600 has been paid in Anne Arundel County, Maryland.

BL
CLERK

Debtor:

Systems Control, Inc.

qmb3 3348

By:

Name: Sylvia C. Edmonds
Title: Executive V.P.

Return to:

Internationale Nederlanden Bank N.V.,
New York Branch, as Agent
135 East 57th Street
New York, New York 10022

25-
00

Debtor

Systems Control, Inc.
c/o Hamilton Test Systems, Inc.
2002 N. Forbes Boulevard
Tucson, Arizona 85745-1446

Secured Party

Internationale Nederlanden
Bank N.V.
New York Branch, as Agent
135 East 57th Street
New York, New York 10022
Attention: Corp. Finance
Department

SCHEDULE I

This financing statement covers the following types (or items) of property: All of the Debtor's right, title and interest in the following property, whether now owned by the Debtor or hereafter acquired and whether now existing or hereafter coming into existence, and wherever located (all being collectively referred to herein as "Collateral"):

(a) all shares of capital stock of whatever class of each Subsidiary of the Debtor (whether now existing or hereafter coming into existence, the "Issuers") incorporated in the United States, now or hereafter owned by the Debtor, and up to 65% of the issued and outstanding shares of each Issuer incorporated outside the United States, in each case together with the certificates evidencing the same (collectively, the "Pledged Stock");

(b) all shares, securities, moneys or property representing a dividend on any of the Pledged Stock, or representing a distribution or return of capital upon or in respect of the Pledged Stock, or resulting from a split-up, revision, reclassification or other like change of the Pledged Stock or otherwise received in exchange therefor, and any subscription warrants, rights or options issued to the holders of, or otherwise in respect of, the Pledged Stock;

(c) without affecting the obligations of the Debtor under any provision prohibiting such action under the Security Agreement or under the Credit Agreement, in any event of any consolidation or merger in which any Issuer is not the surviving corporation, all shares of each class of the capital stock of the successor corporation (unless such successor corporation is the Debtor itself) formed by or resulting from such consolidation or merger;

(d) all accounts and general intangibles (each as defined in the Uniform Commercial Code) of the Debtor constituting any right to the payment of money, including (but not limited to) all moneys due and to become due to the Debtor in respect of any loans or advances or for the purchase price of Inventory or Equipment (each as defined

below) or other goods sold or leased or for services rendered, all moneys due and to become due to the Debtor under any guarantee (including a letter of credit) of the purchase price of Inventory or Equipment sold by the Debtor and all tax refunds (such accounts, general intangibles and moneys due and to become due being herein called collectively "Accounts");

(e) all instruments, chattel paper or letters of credit (each as defined in the Uniform Commercial Code) of the Debtor, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any of the Accounts, including (but not limited to) promissory notes, drafts, bills of exchange and trade acceptances;

(f) all inventory (as defined in the Uniform Commercial Code) of the Debtor, all goods obtained by the Debtor in exchange for such inventory, and any products made or processed from such inventory including all substances, if any, commingled therewith or added thereto (herein collectively called "Inventory");

(g) all Intellectual Property (as defined below) and all other accounts or general intangibles of the Debtor not constituting Intellectual Property or Accounts;

(h) all equipment (as defined in the Uniform Commercial Code) of the Debtor, including all motor vehicles used in the Business (herein collectively called "Equipment");

(i) each contract and other agreement of the Debtor relating to the sale or other disposition of Inventory or Equipment;

(j) all documents of title (as defined in the Uniform Commercial Code) or other receipts of the Debtor covering, evidencing or representing Inventory or Equipment;

(k) all rights, claims and benefits of the Debtor against any Person arising out of, relating to or in connection with Inventory or Equipment purchased by the Debtor, including, without limitation, any such rights, claims or benefits against any Person storing or transporting such Inventory or Equipment;

(l) the balance from time to time in the Collateral Account referred to in the Pledge and Security Agreement dated April __, 1992 between the Debtor and the Secured Party; and

(m) all other tangible and intangible property of the Debtor, including, without limitation, all proceeds (including, without limitation, proceeds as such term is defined in the Uniform Commercial Code), products,

offspring, accessions, rents, profits, income, benefits, substitutions and replacements of and to any of the property of the Debtor described in the preceding clauses (a) through (1) above in this Schedule (including, without limitation, any proceeds of insurance thereon) and, to the extent related to any property described in said clauses or such proceeds, products and accessions, all books, correspondence, credit files, records, invoices and other papers, including without limitation all tapes, cards, computer runs and other papers and documents in the possession or under the control of the Debtor or any computer bureau or service company from time to time acting for the Debtor.

provided that this financing statement shall not include any property of the Debtor constituting (i) collateral under the Security and Intercreditor Agreement dated as of December 21, 1990 among the Debtor, the Secured Party and the other parties named therein as amended, modified and supplemented and in effect from time to time, (ii) the "facilities" as defined in the Sale and Leaseback Agreement dated as of December 14, 1990 between Hamilton Test Systems Nashville, Inc. and the Debtor as amended to and in effect on the date hereof or (iii) the "facilities" as defined in the Sale and Leaseback Agreement dated as of December 14, 1990 between Hamilton Test Systems Ohio, Inc. and the Debtor as amended to and in effect on the date hereof.

As used in this Schedule I, the following terms shall have the following meanings:

"Business" shall mean providing automobile emission testing services and automobile inspection services and other businesses from time to time, now or hereafter, conducted by the Debtor and its subsidiaries.

"Copyright Collateral" shall mean all Copyrights, whether now owned or hereafter acquired by the Debtor, that are associated with the Business.

"Copyrights" shall mean all copyrights, copyright registrations and applications for copyright registrations, including, without limitation, all renewals and extensions thereof, the right to recover for all past, present and future infringements thereof, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

"Intellectual Property" shall mean, collectively, all Copyright Collateral, all Patent Collateral and all Trademark Collateral, together with (a) all inventions, processes, production methods, proprietary information, know-how and trade secrets used or useful in the Business; (b) all licenses or user or other agreements granted to the Debtor with respect to any of the foregoing, in each case whether now or hereafter owned or used including, without limitation, the licenses or other agreements with respect to the Copyright Collateral, the Patent Collateral or the

Trademark Collateral; (c) all information, customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to the operation by the Debtor of the Business; (d) all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured and which pertain to the Business; (e) all accounting information which pertains to the Business and all media in which or on which any of the information or knowledge or data or records which pertain to the Business may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; (f) all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held by the Debtor pertaining to the operation by the Debtor and its subsidiaries of the Business; and (g) all causes of action, claims and warranties now or hereafter owned or acquired by the Debtor in respect of any of the items listed above.

"Patent Collateral" shall mean all Patents, whether now owned or hereafter acquired by the Debtor, that are associated with the Business.

"Patents" shall mean all patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world.

"Trademark Collateral" shall mean all Trademarks, whether now owned or hereafter acquired by the Debtor, that are associated with the Business.

"Trademarks" shall mean all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including, without limitation, all renewals of trademark and service mark registrations, all rights corresponding thereto throughout the world, the right to recover for all past, present and future infringements thereof, all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together, in each case, with the product lines and goodwill of the business

connected with the use of, and symbolized by, each such trade name, trademark and service mark.

SYSTEMS CONTROL, INC.

Stephen L. Edwards

INTERNATIONALE NEDERLANDEN
BANK N.V.
NEW YORK BRANCH, as Agent

Robert L. Riskey

286161

BOOK 579 PAGE 477

MARYLAND FINANCING STATEMENT

(XX) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE: A. & M. Brunner, Inc. T/A Dunkin Donuts
 (Name or Names)
2004 West Street, Annapolis, Maryland 21401
 (Address) NFSL 5220
- LESSEE: _____
 (Name or Names)

 (Address)
2. LESSOR: Chesapeake Industrial Leasing Co., Inc.
9506 Harford Road, Baltimore, Maryland 21234
3. ASSIGNEE (if any) Northfield Federal Savings
 Of LESSOR: (Name or Names)
1844 E. Joppa Rd., Baltimore, MD 21234
 (Address)

4. This financing statement covers the following types (or items) of property:

3-MVOX, MC3511A1 Cameras
 1-MVOX, MC3510AL Monitor
 1-M-221 Recording System



5. Proceeds of Collateral, cash and non-cash including insurance proceeds, are covered hereunder.

LESSEE
A. & M. Brunner, Inc.
T/A Dunkin Donuts

By: Arthur J. Brunner Owner
 (Title)
Arthur J. Brunner
 (Type or print name of signer)

By: _____ (Title)

 (Type or print name of signer)

LESSOR

Chesapeake Industrial Leasing Co., Inc.

By: Brian G. Connelly Mgr.
 (Title)
Brian G. Connelly
 (Type or print name of signer)

Return to: Chesapeake Industrial Leasing Co., Inc.
9506 Harford Road
Baltimore, MD 21234

1250

1
Annuity
Arundel Co.
12.50

BOOK 579 PAGE 478
MARYLAND FINANCING STATEMENT

286152

(XX) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE: Pike Ridge Investments, Inc. T/A Country Kitchen
(Name or Names)
108 W. Central Avenue, Edgewater, Maryland 21037
(Address)
LESSEE: _____ NFSL5217
(Name or Names)
(Address)
2. LESSOR: Chesapeake Industrial Leasing Co., Inc.
9506 Harford Road, Baltimore, Maryland 21234
3. ASSIGNEE (if any) Northfield Federal Savings
Of LESSOR: (Name or Names)
1844 E. Joppa Rd., Baltimore, MD 21234
(Address)
4. This financing Statement covers the following types (or items) of property:

1-MVOX MC3511AL Camera
1-MVOX MC3510AL Monitor
1-M221 Recording System

RECORD FEE 12.00
POSTAGE .50
NOTARY FEE 1.00
TOTAL 13.50
MAY 11 1978
AS CO. CLERK COURT



5. Proceeds of Collateral, cash and non-cash including insurance proceeds, are covered hereunder.

LESSEE
Pike Ridge Investments, Inc.
T/A Country Kitchen
By: [Signature]
Robert W. Proctor - Pres.
(Title)
(Type or print name of signer)
By: _____
(Title)
(Type or print name of signer)

LESSOR
Chesapeake Industrial Leasing Co., Inc.
By: [Signature] Mgr.
Brian G. Connelly
(Title)
(Type or print name of signer)

Return to:
Chesapeake Industrial Leasing Co., Inc.
9506 Harford Road
Baltimore, MD 21234

12.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

286163

Identifying File No.

BOOK 579

PAGE 479

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated March 30, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Nancy Hall/DBA Atlantic ConstructionAddress P.O. Box 45, Mayo, Md 21106

2. SECURED PARTY

Name Siems Rental & Sales Co, Inc.Address 3925 Washington Blvd, Baltimore, Md 21227Gehl Finance, 143 Water Street, West Bend, WI 53095

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One (1) new Gehl, Model S240 Roller
S/N KH067804 together with all
accessories and attachments thereto.

Name and address of Assignee

GEHL COMPANY
143 Water Street
West Bend, WI 53095

BL
CLERKCHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Nancy Hall/DBA Atlantic Construction

Nancy Hall
(Signature of Debtor)NANCY HALL Nancy Hall
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Siems Rental & Sales Co, Inc.

(Signature of Secured Party)

Michael E Mullen

Type or Print Above Signature on Above Line

92-5445

Statement of Amendment of
Financing Statement

BOOK 579 PAGE 480

This Statement is presented to a Filing Officer for filing pursuant to the Maryland Uniform Commercial Code. This Statement refers to the original Financing Statement, filed in the Financing Statement Records of Anne Arundel County, Maryland in liber 574 folio 22, on October 31, 1991, and any prior amendments thereto.

1. Debtor:

Lovell Regency Homes
Limited Partnership

Address:

c/o Lovell Homes Inc.
Suite 200
9030 Red Branch Road
Columbia, Maryland 21043

2. Secured Party:

Provident Bank of Maryland

Address:

114 East Lexington Street
Baltimore, Maryland 21202
Attn: Commercial Real
Estate Department

3. The original Financing Statement referred to above is amended as follows:

Exhibit A attached hereto is added as a supplement and in addition to the original property description which was attached to the original Financing Statement.

DEBTOR:

LOVELL REGENCY HOMES LIMITED
PARTNERSHIP, a Maryland limited
partnership

By: Lovell Homes Inc., a Maryland
corporation, General Partner

By: Roger B. Davis
Roger B. Davis,
Vice President



RECORD FEE 10.00
POSTAGE .50
#420770 C489 R02 T15:30
04/21/92

SECURED PARTY:

PROVIDENT BANK OF MARYLAND

MARY M. ROSE
AA CO. CIRCUIT COURT

Dated: March 27, 1992

By: George D. Decker
George D. Decker,
Vice President

1000

EXHIBIT "A"

BEGINNING FOR THE FIRST and being known and designated as Lots numbered Forty-six (46), Forty-eight (48) and Fifty-two (52), as shown on the plat entitled, "Plat 4 of 9, RUSSETT, PARCEL 10, Planned Unit Development, Single Family Development", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 138, plat 30.

BEGINNING FOR THE SECOND and being known and designated as Lot numbered Fifty (50), as shown on the Plat Entitled, "Plat 5 of 9, RUSSETT, Parcel 10, Planned Unit Development, Single Family Development", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 138, plat 31.

BEGINNING FOR THE THIRD and being known and designated as Lots numbered Thirty-six (36) and Fifty-one (51), as shown on the plat entitled, "Plat 6 of 9, RUSSETT, Parcel 10, Planned Unit Development, Single Family Development", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 138, plat 32.

AFTER RECORDING RETURN TO:

DUNN TITLE COMPANY
4201 Northview Drive, Suite 222
Bowie, Md. 20716

FINANCING STATEMENT

- ☐ To be recorded among the Land Records of Anne Arundel City/County, Maryland.
- ☒ To be recorded among the Financing Statement Records of Anne Arundel County, Maryland.
- ☐ To be recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- ☒ Recordation Tax has been paid on the principal amount of \$560,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.
- ☐ Not subject to recordation tax.

RECORD FEE 17.00
POSTAGE .50
#421840 0489 R02 T11:28
04/21/92

DEBTOR:

ADDRESS:

KENNETH D. NEIGHOFF

117 Holsum Way
Glen Burnie, Md. 21060

MARY M. ROSE
AA CO. CIRCUIT COURT

SECURED PARTY:

ADDRESS:

FARMERS NATIONAL BANK
OF MARYLAND

5 Church Circle
Annapolis, Maryland 21401

BL
CLERK

This Financing Statement covers the following property and all cash and/or non-cash proceeds and products thereof, and proceeds of all insurance policies covering all or any part of such property:

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility

for the performance of the Debtor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer and water taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust dated May 22, 1987 and in an Amended and Restated Deed of Trust dated April 21, 1992 (collectively the "Deed of Trust") executed by the Debtor for the benefit of Ross J. Selby and William A. Walker, II as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of Trust), to receive and collect all payments due under any con-

LAW OFFICES
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(410) 263-8865

- 2 -

RSW Borrower's Initials

tract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

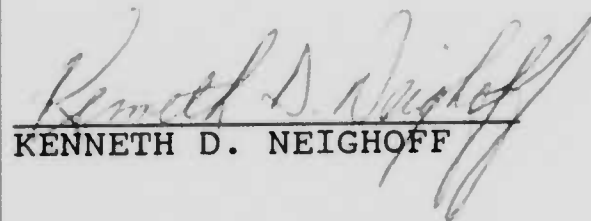
(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

DEBTOR:

SECURED PARTY:

FARMERS NATIONAL BANK OF
MARYLAND


KENNETH D. NEIGHOFF

BY: 

Mr. Clerk:
Please return to:

SNIDER, BUCK & MIGDAL
P. O. Box 2400, Annapolis, Md. 21404

LAW OFFICES
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(410) 263 8855

- 3 -

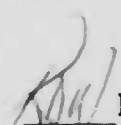
 Borrower's Initials

EXHIBIT 'A'

BEGINNING for the same at a concrete monument found at the intersection of the East side of Park Avenue with the North side of Mountain Road, as shown on a Plat of Blossom Hills, recorded among the Plat Records of Anne Arundel County in Plat Book 28, folio 37; and running thence with the Northerly side of Mountain Road (60 feet wide), south 70 degrees 32 minutes 20 seconds East 200 feet to a pipe now set; thence leaving the side of said road and running so as to include a part of the conveyance from Maud Hamilton, et al, to George C. and Margaret Schmidt, by a deed dated February 8, 1923, and recorded among the Land Records of Anne Arundel County in Liber WNW 59, folio 381, North 19 degrees 27 minutes 40 seconds East 156.80 feet to a pipe now set; thence North 72 degrees 27 minutes 40 seconds West 205.16 feet to a pipe now set on the East side of Park Avenue; thence with the East side of said Park Avenue 150 feet to the place of beginning; continuing 0.722 acres of land, according to a Plat and Survey made by John W. Boutwell, Jr., Registered Land Surveyor, Annapolis, Maryland, on January 22, 1957.

BEING the same property acquired by Kenneth Neighoff by deed dated June 19, 1973 and recorded among the Land Records of Anne Arundel County in Liber 2600, folio 36.

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

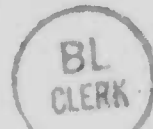
This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) CONTEE, ALBERT 2603 SOLOMONS ISLAND ROAD EDGEWATER, MD 21037	2. Secured Party(ies) and Address(es) FORD NEW HOLLAND CREDIT CO. PO BOX 36387 RICHMOND, VA 23235
--	--

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

1 USED FORD 3600 TRACTOR, SER.#C618409.



RECORD FEE 11.00

245020 0263 RD1 T13:45

Check if covered: ☐ Proceeds of collateral covered ☐ Products of collateral covered

04/22/92

4. This transaction is exempt from the Recording Tax:

"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"

MARY M. ROSE

Filed with:

AA CO. CIRCUIT COURT

Albert Contee
(SIGNATURE OF DEBTOR)
ALBERT CONTEE

(SIGNATURE OF DEBTOR)

FORD NEW HOLLAND CREDIT CO.

(NAME OF SECURED PARTY)

BY:

Chris Hanburger
CHRIS HANBURGER

PRINTED IN U.S.A.

BOOK 570 PAGE 487

286166

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- ☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax; Principal Amount is \$ 28,800.00
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

PRICHEP & KEYS, M.D., P.A.
(Name)
1445 Ritchie Highway, Ste. 205
(Address)
Arnold, Maryland 21012

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND
Attn: Samuel B. Bayne, Jr.
(Name of Loan Officer)
18 West St.
(Address)
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

Sonoline SI-250 Mainframe

- * Multi Processor Architecture
- * Four Channel Calipers
- * 256 Shades of Gray
- * 512x512 Bit Imaging Memory
- * 9 Inch Swivel Monitor
- * Mobile Adjustable Height Cart
- * Simultaneous 2D and M Mode
- * OB/Gyn Summary Page
- * Programmable DGC Curves
- * Full Screen Alphanumerics
- * Pre/Post Processing Functions
- * Electronically Switch Four Probes
- * 10 Programmable User Annotations
- * Single/Double Density Frame Rate
- * Automatic System Status Readout
- * Full Resolution Magnification
- * Enhanced Resolution Freeze Frame
- * 14 Body Postures
- * Software Upgradable

5.0-7.5 MHz Endovaginal Probe

3.5 MHz CDA Sector Probe

Mitsubishi P40U Printer

RECORD FEE 12.00

RECORD TAX 203.00

POSTAGE .50

#365040 C263 R01 T1314B

04/22/92

MARY M. ROSE

GA CO. CIRCUIT COURT



2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. ☐ Products of the collateral are also specifically covered.
4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

PRICHEP & KEYS, M.D., P.A. (Seal)
Lawrence Prichep (Seal)
(Signature)
Lawrence Prichep, PRESIDENT
(Print or Type Name)

DEBTOR (OR ASSIGNOR)

(Seal)
Kenneth Keys (Seal)
(Signature)
Kenneth Keys, VICE PRESIDENT
(Print or Type Name)

12-20350

STATE OF MARYLAND

BOOK 579 PAGE 488

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 267953

RECORDED IN LIBER _____ FOLIO _____ ON 6-10-87 (DATE)

1. DEBTOR

Name Hacks, Inc.

Address Old Solomans Island Rd., Annapolis, MD 21401 & 134 Main St.,
Annapolis, MD 21401, & 19 Parole Plaza, Annapolis, MD 21401

2. SECURED PARTY

Name Borg Warner Acceptance Corp

Address 10400 Connecticut Ave. Ste 402 P.O. Box 402, Kensington, MD 20895
& 1900 Sulphur Spring Rd. Ste 230, P.O. BOX 7360, Baltimore, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

MARY N. ROSE

AA CO. CIRCUIT COURT

CHECK ☒ FORM OF STATEMENT

A. Continuation ☒
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
(Indicate whether amendment, termination, etc.)

Amend

Please continue filing (Arundel county)
Please change secured party changed name to:
Transamerica Commercial Finance Corp

Dated

3/23/92

(Signature of Secured Party)

Transamerica Commercial Finance Corp
Type or Print Above Name on Above Line

TO BE RECORDED IN:

- Financing Records of the Maryland
State Department of Assessments and Taxation
X Financing Statement Records of Anne Arundel County, Maryland

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR:

L&S Diesel Service, Inc.
400 Arundel Corporation Road
Glen Burnie, Maryland 21060

RECORD FEE 11.00
POSTAGE .50
#422120 0489 R02 T14:43
04/22/92

2. NAME AND ADDRESS OF SECURED PARTY:

Farmers Bank, A Federal Savings Bank
9833 Liberty Road
Randallstown, Maryland 21133

MARY M. ROSE
AA CO. CIRCUIT COURT



3. This Financing Statement covers:

- (a) all equipment and fixtures, including, but not limited to, all machinery, automobiles, trucks, furniture, furnishings, cabinets, signs, displays, cash registers, lighting fixtures, floor, wall and counter fixtures, display counters and partitions, air conditioning and heating systems and supplies and all replacement parts and attachments therefor and all installations, apparatus, appliances, accessories and facilities used in connection therewith, and all other items of like type and kind, presently owned, acquired contemporaneously herewith and arising or acquired subsequent hereto;
- (b) all inventory, all other products and goods held for sale or lease, as raw materials, work in process and the completely finished end products, and all other items of like type and kind, presently owned, acquired contemporaneously herewith and/or arising or acquired subsequent hereto, by way of replacement, renewal, return, repossession, substitution, addition or otherwise, and all additions and accessions thereto and all proceeds thereof, including returned and repossessed items and all documents covering inventory;
- (c) all accounts, contract rights, chattel paper, negotiable and non-negotiable instruments and agreements, and general intangibles evidencing and/or securing any monetary obligation (hereinafter called "Receivables"), presently existing and/or hereafter arising, the rights and interests in the goods the sale or lease of which gave rise to the Receivables, including returned and repossessed items, and the proceeds thereof;
- (d) all instruments and documents of whatsoever kind or nature, presently owned or hereafter acquired;
- (e) all intangibles of whatsoever kind or nature, including, but not limited to, trade secrets, copyrights, trademarks, patents, literary and musical works, files, customer lists, books, records, papers, discs, tapes, trade names, good will, licenses, contracts, agreements, rights and leases, and all other items of like type and kind, presently existing and/or hereafter arising or acquired, by way of replacement, renewal, substitution, addition or otherwise, and all additions and accessions thereto and all proceeds thereof; and

11/50

BOOK 579 PAGE 490

(f) all cash and non-cash proceeds of any property or goods described in the subparagraphs (a), (b), (c), (d) or (e) of this Section.

4. This transaction is X is not exempt from recordation tax. Principal amount of the Debt is \$400,000.

DEBTOR:

L&S DIESEL SERVICE, INC.

By: John C. Canning

SECURED PARTY:

FARMERS BANK, A FEDERAL
SAVINGS BANK

By: Paul H. H. H. H.

AFTER RECORDATION, RETURN TO:

Levin & Gann, P.A.
2 Hopkins Plaza, 9th Floor
Baltimore, Maryland 21201
Attn: Edward B. Steinberg, Esq.

AMERICAN TITLE GUARANTEE CORPORATION
120 EAST BALTIMORE ST.
SUITE 1800
BALTIMORE, MARYLAND 21202

286158

11.50

Rec. TAX. 280.00

FINANCING STATEMENT

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

- ☐ 1. To be recorded in the Land Records.
- ☒ 2. To be recorded among the Financing Statement Records.
- ☐ 3. Not subject to Recordation Tax.
- ☒ 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 50,000.00 SEE ATTACHED ALLOCATION OF RECORDATION TAXES
- The Debtor(s) certifies that with the filing of this Financing Statement, or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

BOOK 579 PAGE 491

5. Debtor(s) Name(s): John Nutting, M.D. Address(es): 1720 Crain Highway
Glen Burnie, MD 21061
600 Ridgely Avenue, Suite 221
Annapolis, Maryland 21401

6. Secured Party: MARYLAND NATIONAL BANK Address: 100 S. Charles Street
Attention: LDRU 250603 Baltimore, Maryland 21201

7. This Financing Statement covers, and the Debtor(s) hereby grant(s) the Secured Party a security interest in, the following property, including without limitation (a) all amounts now and in the future owed by the Bank to each Debtor and/or on deposit in any account maintained by each Debtor with the Bank; (b) all present and future substitutions, replacements, appurtenances, accessories and accessions relating to any of the following; (c) all of each Debtor's books and records; (d) all proceeds (cash and noncash, including insurance proceeds) and products of all of the following in any form whatsoever; and (e) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the following:

☒ A. All of each Debtor's present and future accounts, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all rights to the payment of money due or to become due to each Debtor for any reason whatsoever, and all goods returned, repossessed or stopped in transit, the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, and all rights which each Debtor may at any time have against any account debtor or other obligor of each Debtor, including liens and security interests for benefit of each Debtor and all right of each Debtor with respect to present and future patents, pending and abandoned patent applications, literary rights, rights to performance, copyrights, trademarks, trademark registrations, trade names and trademark applications, together with the business and goodwill to which the same are appurtenant and all causes of action for infringements thereof.

☒ B. All of the inventory of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including raw materials, work in process, finished goods, materials and supplies, goods returned or repossessed, and goods held for demonstration, marketing or similar purposes, and all property in or on which any of the foregoing is stored or maintained, and all documents of title and trust receipts relating to any inventory, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as inventory, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to inventory.

☒ C. All of the equipment of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including machinery, vehicles and other rolling stock, furniture, tools, leasehold improvements, fixtures, and materials and supplies relating to equipment, and all documents of title and trust receipts relating to equipment, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as equipment, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to equipment.

☐ D. All of the Debtor's equipment and fixtures described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor.

☐ E. Each of the Debtor's motor vehicles described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith.

☐ F. All of the property of each Debtor as described on Schedule A attached hereto and made a part of this Financing Statement by reference.

☐ 8. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are _____

Debtors:

☒ John Nutting, M.D. (Seal)

(Seal)

(Seal)

(Seal)

RECORD FEE 11.00
RECORD TAX 280.00
POSTAGE .50
#422130 C499 R02 T14:43
04/22/92
MARY H. ROSE
CLERK

Return To:
LSU Team 1 Mailstop 250603
Maryland National Bank
100 S. Charles Street
Baltimore, MD 21201

Mr. Clerk: Please return to the address set forth in paragraph 6 above.

**CERTIFICATION FOR ALLOCATION OF
MARYLAND RECORDATION TAX**

Date: ✓ 2/20/92

TO: Clerk of the Circuit Court, Anne Arundel County

REFERENCE: John T. Nutting, M.D. and Debra M. Nutting

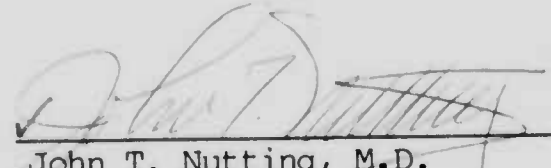
With respect to the above-referenced loan(s) and to the personal property (the "Collateral") securing said loan(s), the Borrower hereby certifies to the best of the Borrower's knowledge, information and belief that the value of each portion of the Collateral and the amount of indebtedness attributable to each portion of the Collateral are as follows:

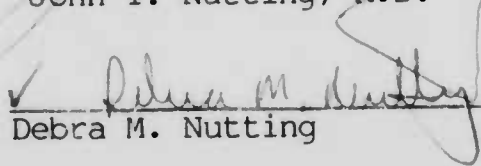
1. Value of Inventory and Other Exempt Collateral \$ 53,000
2. Value of Equipment and Other Non-Exempt Collateral \$ 13,300
3. Total Value of Collateral \$ 66,300
4. Computation of Amount of Debt Exempt from Recordation Tax:

<u>Value of Exempt Collateral</u> Total Collateral	X	Total Amount of Debt Secured	=	Amount of Debt Exempt from Tax
$\frac{\$ 53,000}{\$ 66,300}$	X	\$ <u>50,000</u>	=	\$ <u>39,969.83</u>

5. Amount of Non-Exempt Debt: \$ 39,969.83
6. Recordation Tax Due on Non-Exempt Debt, Rounded Off:

$$\frac{\$ 7.00}{1000} \times \$ 40,000 = \$ 280.00$$

By:  (SEAL)
John T. Nutting, M.D.

 (SEAL)
Debra M. Nutting

CLTIC 3911566

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

For Filing Officer Use

File No. _____

TO BE RECORDED IN FINANCING STATEMENT
~~XXXX~~ RECORDS OF ANNE ARUNDEL COUNTY

Date & Hour _____

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Date of Filing
Maturity Date (if any)

Record Reference Liber 558, folio 410

Name(s) of Debtor(s) or Assignor(s)	No.	Street	City	State
ATLANTIC UTILITIES, INC.		8174 Ritchie Hwy.,	Pasadena, MD	21122

Name of Secured Party or Assignee	No.	Street	City	State
MARYLAND NATIONAL BANK Construction Finance Unit		10 Light Street,	021901, Baltimore, MD	21202

CHECK APPLICABLE STATEMENT

- ☐ CONTINUATION
The original Financing Statement identified above by file number is still effective.
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The original Financing Statement identified above by file number is terminated and the secured party no longer claim a security interest under the Financing Statement.
- ☐ RELEASE
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- ☐ ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- ☒ OTHER PARTIAL RELEASE OF THE FOLLOWING DESCRIBED PROPERTY:

BEING KNOWN AND DESIGNATED as Lot No32C as shown on the plat entitled, "Section One, SANDY OAKS", which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 125, page 5. BEING in the 3rd District of Anne Arundel County. The improvements thereon being known as No. 8024 Pine Ridge Road.

Debtor(s) or Assignor(s)

Type or print name under signature

MARYLAND NATIONAL BANK (SEAL)
(Corporate, Trade or Firm Name)

Debra A. Thebaud
Signature of Secured Party or Assignee

Debra A. Thebaud, Asst. Vice President
(Owner, Partner or Officer and Title)
(Signature must be in ink)

(term(s))

1052



Uniform Commercial Code
Continuation, Termination
Release, Assignment, Etc.
CLTIC # 3911566

BOOK 579 PAGE 494

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

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~~LAND~~ RECORDS OF ANNE ARUNDEL COUNTY

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Record Reference Liber 558 folio 414

Name(s) of Debtor(s) or Assignor(s)	No.	Street	City	State
MANDRIN CONSTRUCTION COMPANY, INC.,	8174	Ritchie Highway,	Pasadena,	Maryland 21122

Name of Secured Party or Assignee	No.	Street	City	State
MARYLAND NATIONAL BANK, 10 Light Street, 19th Floor, Baltimore, Maryland Real Estate Industries Group Construction Finance Section				21202

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Debtor(s) or Assignor(s)

Maryland National Bank (SEAL)
(Corporate, Trade or Firm Name)

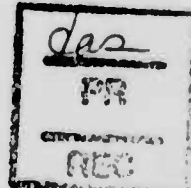
Debra A. Thebaud
Signature of Secured Party or Assignee

Type or print name under signature

Debra A. Thebaud, Asst. Vice President
(Owner, Partner or Officer and Title)
(Signature must be in ink)

Term(s)
Date

1050



Uniform Commercial Code
Continuation, Termination
Release, Assignment, Etc.

BOOK 579 PAGE 495

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

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Date & Hour _____

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Record Reference Liber 552, folio 514

Date of Filing
Maturity Date (if any)

Name(s) of Debtor(s) or Assignor(s)	No.	Street	City	State
ATLANTIC UTILITIES, INC.		8174 Ritchie Hwy.,	Pasadena, MD	21122

Name of Secured Party or Assignee	No.	Street	City	State
MARYLAND NATIONAL BANK Construction Finance		10 Light Street,	Baltimore, MD	21202

CHECK APPLICABLE STATEMENT

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Debtor(s) or Assignor(s)

Type or print name under signature

MARYLAND NATIONAL BANK(SEAL)
(Corporate, Trade or Firm Name)

Debra A. Thebaud
Signature of Secured Party or Assignee

Debra A. Thebaud, Asst. Vice President
(Owner, Partner or Officer and Title)
(Signature must be in ink)

(term(s))

1850



Uniform Commercial Code
Continuation, Termination
Release, Assignment, Etc.

BOOK 579 AL 486

CLTIC 3911566

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

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or are to become fixtures.

For Filing Officer Use

File No. _____

TO BE RECORDED IN FINANCING STATEMENT
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Record Reference Liber 558, folio 410

Name(s) of Debtor(s) or Assignor(s)	No.	Street	City	State
ATLANTIC UTILITIES, INC.		8174 Ritchie Hwy.,	Pasadena, MD	21122

Name of Secured Party or Assignee	No.	Street	City	State
MARYLAND NATIONAL BANK Construction Finance Unit		10 Light Street,	021901, Baltimore, MD	21202

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Debtor(s) or Assignor(s)

Type or print name under signature

MARYLAND NATIONAL BANK (SEAL)
(Corporate, Trade or Firm Name)

Debra A. Thebaud
Signature of Secured Party or Assignee

Debra A. Thebaud, Asst. Vice President
(Owner, Partner or Officer and Title)
(Signature must be in ink)

(term(s))

1552



Uniform Commercial Code
Continuation, Termination
Release, Assignment, Etc.
CLTIC # 3911566

BOOK 579 PAGE 497

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

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For Filing Officer Use

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~~LAND~~ RECORDS OF ANNE ARUNDEL COUNTY

File No. _____

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Date of Filing

Record Reference

Liber 558 folio 414

Maturity Date (if any)

Name(s) of Debtor(s) or Assignor(s)	No.	Street	City	State
MANDRIN CONSTRUCTION COMPANY, INC.,	8174	Ritchie Highway,	Pasadena,	Maryland 21122

Name of Secured Party or Assignee	No.	Street	City	State
MARYLAND NATIONAL BANK, 10 Light Street, 19th Floor,			Baltimore,	Maryland 21202
Real Estate Industries Group				
Construction Finance Section				

CHECK APPLICABLE STATEMENT

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Debtor(s) or Assignor(s)

Type or print name under signature

Maryland National Bank (SEAL)
(Corporate, Trade or Firm Name)

Debra A. Thebaud
Signature of Secured Party or Assignee

Debra A. Thebaud, Asst. Vice President
(Owner, Partner or Officer and Title)
(Signature must be in ink)

Term(s)

Page 44



Uniform Commercial Code
Continuation, Termination
Release, Assignment, Etc.
CLTIC # 3911965

BOOK 579 PAGE 498

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

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For Filing Officer Use

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~~LAND~~ RECORDS OF ANNE ARUNDEL COUNTY

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Record Reference Liber 558 folio 414

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MANDRIN CONSTRUCTION COMPANY, INC., 8174 Ritchie Highway, Pasadena, Maryland 21122

Name of Secured Party or Assignee No. Street City State
MARYLAND NATIONAL BANK, 10 Light Street, 19th Floor, Baltimore, Maryland 21202
Real Estate Industries Group
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Debtor(s) or Assignor(s)

Maryland National Bank (SEAL)
(Corporate, Trade or Firm Name)

Deborah A. Thebaud
Signature of Secured Party or Assignee

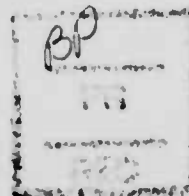
Type or print name under signature

Deborah A. Thebaud, Assist. V.P.
(Owner, Partner or Officer and Title)
(Signature must be in ink)

Term(s)

Mail to

Commonwealth



Uniform Commercial Code
Continuation, Termination
Release, Assignment, Etc.

BOOK 579 PAGE 499

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
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For Filing Officer Use

X TO BE RECORDED IN FINANCING STATEMENT
~~XXXX~~ RECORDS OF ANNE ARUNDEL COUNTY

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Name of Secured Party or Assignee	No.	Street	City	State
MARYLAND NATIONAL BANK Construction Finance		10 Light Street,	Baltimore, MD	21202

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Debtor(s) or Assignor(s)

MARYLAND NATIONAL BANK (SEAL)
(Corporate, Trade or Firm Name)

Deborah A. Thebaud
Signature of Secured Party or Assignee

Type or print name under signature

Deborah A. Thebaud, Assist. V.P.
(Owner, Partner or Officer and Title)
(Signature must be in ink)

(terms)

Mail to

Commonwealth

Uniform Commercial Code
Continuation, Termination
Release, Assignment, Etc.

CLTIC 3911965

BOOK 579 PAGE 500

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

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Debtor(s) or Assignor(s)

MARYLAND NATIONAL BANK (SEAL)
(Corporate, Trade or Firm Name)

Deborah A. Thebaud
Signature of Secured Party or Assignee

Type or print name under signature

Deborah A. Thebaud, Assist. V.P.
(Owner, Partner or Officer and Title)
(Signature must be in ink)

(terms) _____

Mail to

Uniform Commercial Code
Continuation, Termination
Release, Assignment, Etc.

BOOK 579 PAGE 501

CLTIC 3911965

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

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(Corporate, Trade or Firm Name)

Deborah A. Thebaud
Signature of Secured Party or Assignee

Type or print name under signature

Deborah A. Thebaud, Assist. V.P.
(Owner, Partner or Officer and Title)
(Signature must be in ink)

(term(s))

158 Mail to

Commonwealth

Uniform Commercial Code
Continuation, Termination
Release, Assignment, Etc.

BOOK 579 PAGE 502

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

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Name of Secured Party or Assignee	No.	Street	City	State
MARYLAND NATIONAL BANK Construction Finance		10 Light Street,	Baltimore, MD	21202

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☒ OTHER PARTIAL RELEASE OF THE FOLLOWING DESCRIBED PROPERTY:

BEING KNOWN AND DESIGNATED as Lot No. 13 Cas shown on the plat entitled, "Section One, SANDY OAKS", which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 125, page 5. BEING in the 3rd District of Anne Arundel County. The improvements thereon being known as 352 Nature Walk Lane.

Debtor(s) or Assignor(s)

MARYLAND NATIONAL BANK (SEAL)
(Corporate, Trade or Firm Name)

Deborah A. Thebaud
Signature of Secured Party or Assignee

Type or print name under signature

Deborah A. Thebaud, Assist. V.P.
(Owner, Partner or Officer and Title)
(Signature must be in ink)

(term/s)

Mail to

184
Comptroller

Uniform Commercial Code
Continuation, Termination
Release, Assignment, Etc.
CLTIC # 3911965

BOOK 579 PAGE 503

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

For Filing Officer Use

☒ TO BE RECORDED IN FINANCING STATEMENT
LAND RECORDS OF ANNE ARUNDEL COUNTY

File No. _____

Date & Hour _____

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Date of Filing

Record Reference Liber 558 folio 414

Maturity Date (if any)

Name(s) of Debtor(s) or Assignor(s)	No.	Street	City	State
MANDRIN CONSTRUCTION COMPANY, INC.,	8174	Ritchie Highway,	Pasadena,	Maryland 21122

Name of Secured Party or Assignee	No.	Street	City	State
MARYLAND NATIONAL BANK, 10 Light Street, 19th Floor,			Baltimore,	Maryland 21202
Real Estate Industries Group				
Construction Finance Section				

CHECK APPLICABLE STATEMENT

☐ CONTINUATION

The original Financing Statement identified above by file number is still effective.

☐ TERMINATION

The original Financing Statement identified above by file number is terminated and the secured party no longer claim a security interest under the Financing Statement.

☐ RELEASE

From the property described in the original Financing Statement identified above, the property described below is released.

☐ ASSIGNMENT

The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.

☒ OTHER PARTIAL RELEASE OF THE FOLLOWING DESCRIBED PROPERTY:

BEING KNOWN AND DESIGNATED as Lot No. 13C, as shown on the plat entitled, "Section One, SANDY OAKS", which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 125, page 5. BEING in the 3rd District of Anne Arundel County. The improvements thereon being known as No. 352 Nature Walk Lane.

Debtor(s) or Assignor(s)

Maryland National Bank (SEAL)
(Corporate, Trade or Firm Name)

Deborah A. Thebaud
Signature of Secured Party or Assignee

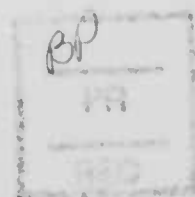
Type or print name under signature

Deborah A. Thebaud, Assist. V.P.
(Owner, Partner or Officer and Title)
(Signature must be in ink)

Term(s)

108
Mail to

Commonwealth



Uniform Commercial Code
Continuation, Termination
Release, Assignment, Etc.

BOOK 579 PAGE 504

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

For Filing Officer Use

File No. _____

☒ TO BE RECORDED IN FINANCING STATEMENT
~~XXXX~~ RECORDS OF ANNE ARUNDEL COUNTY

Date & Hour _____

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Date of Filing
Maturity Date (if any)

Record Reference Liber 552, folio 514

Name(s) of Debtor(s) or Assignor(s)	No.	Street	City	State
ATLANTIC UTILITIES, INC.		8174 Ritchie Hwy.,	Pasadena, MD	21122

Name of Secured Party or Assignee	No.	Street	City	State
MARYLAND NATIONAL BANK Construction Finance		10 Light Street,	021901, Baltimore, MD	21202

CHECK APPLICABLE STATEMENT

- ☐ CONTINUATION
The original Financing Statement identified above by file number is still effective.
- ☐ TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claim a security interest under the Financing Statement.
- ☐ RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ☐ ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.

☒ OTHER PARTIAL RELEASE OF THE FOLLOWING DESCRIBED PROPERTY:

BEING KNOWN AND DESIGNATED as Lot No.32Cas shown on the plat entitled, "Section One, SANDY OAKS", which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 125, page 5. BEING in the 3rd District of Anne Arundel County. The improvements thereon being known as 8024 Pine Ridge Road.



Debtor(s) or Assignor(s)

Type or print name under signature

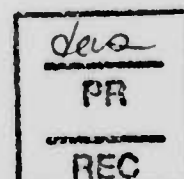
MARYLAND NATIONAL BANK(SEAL)
(Corporate, Trade or Firm Name)

Debra A. Thebaud
Signature of Secured Party or Assignee

Debra A. Thebaud, Asst. Vice President
(Owner, Partner or Officer and Title)
(Signature must be in ink)

(term(s))

158 Commonwealth
Mail to



286159

BOOK 578 PAGE 505

Debtor or Assignor Form

FINANCING STATEMENT

☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax; Principal
Amount is \$ 13,500.00

☐ To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Northward Corporation

3400 MOUNTAIN ROAD
8004 Jumpers Hole Road
Pasadena, MD 21122

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate
list if necessary

1. This Financing Statement covers the following types (or items) of property
(the collateral):

John Deere 770 MFWD Tractor Serial No. M00770A005575
Engine No. CH3045D005602.
John Deere 7 Backhoe with 16" Bucket.
John Deere 70 Loader with Mount Kit and 48" Material Bucket.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the
following real estate:

3. XX Proceeds } of the collateral are also specifically covered.
XX Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the
address stated.

Debtor (or Assignor)
Northward Corporation

Secured Party (or Assignee)

BY: *[Signature]*
Reese W. Diggs, Jr., President

FARMERS NATIONAL
BANK OF MARYLAND

BY *[Signature]*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

RECORD FEE 11.00

RECORD TAX 94.50

POSTAGE .00

FILED 1980 APR 10 10:15 AM

04/23/80

MARY H. HITE

AS CO. CLERK COURT

11.00
94.50
95.50

To Be Recorded In: **286170**☐ Land Records of Anne Arundel CountyBOOK **579** PAGE **506**☒ Financing Statement Records of Anne Arundel County☐ State Department of Assessments and TaxationSubject to Recordation Tax:
Principal Amount is \$424,000.00

The appropriate amount of recordation taxes have been paid upon the filing of the Deed of Trust and Security Agreement ("Deed of Trust") recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as additional security in the same loan.

DATE: March 31, 1992FINANCING STATEMENT

1. Debtor: Address:
DAVIDSON DEVELOPMENT, INC. Route 2, Box 320
Queenstown, Maryland 21658
2. Secured Party: Address:
FAIRVIEW FEDERAL SAVINGS & 9171 Baltimore National Pike
LOAN ASSOCIATION Ellicott City, Maryland 21043
Attn: Charles C. Holman,
Executive Vice President
3. This Financing Statement covers, and the Debtor hereby grants to the Secured Party a security interest in, all of the Debtor's right, title and interest, whether now owned or hereafter acquired, in and to:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the real property situate in Anne Arundel County, Maryland and more particularly described in Exhibit A attached hereto (the "Property"), and used or usable in connection with any present or future operation of the Property and now owned or hereafter acquired by Debtor, and/or in which Debtor may now have or hereafter acquire rights, and all fixtures including, but not limited to, gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building and construction materials and equipment now or hereafter delivered to the Property and intended to be installed therein; and

BL
CLERK

13.00

.50

476470 0243 R01 111:57

04/22/92

H. ROSE

CIRCUIT COURT

13
2

(d) all leases, rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the Property; and

(e) all of the accounts of the Debtor, including without limitation, all notes, accounts receivable, drafts, acceptances and similar instruments and documents, and all contract rights; and

(f) all plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; sewer and water taps, allocations and agreements for utilities, bonds, utility deposits, refunds of fees or deposits paid to governmental authorities; licenses, permits, approvals and applications therefor from governmental authorities; contracts, subcontracts, service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional materials, wherever located and whenever created, compiled or made with respect to the Property; and

(g) all of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise; and

(h) all of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

4. The aforesaid items are included as security in the Deed of Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and CHARLES C. HOLMAN, Trustee(s), and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to the Secured Party, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of collateral, after-acquired property, substitutions, renewals, replacements, additions or accretions of the above-described property, and all cash and non-cash proceeds thereof, are covered hereunder.
6. In addition to the Property listed on Exhibit A attached hereto, the Property described herein shall also be deemed to include, without the necessity for a separate supplemental filing in these records, additional lots in Woodside Ridge subdivision, later acquired by Debtor and encumbered by the lien of the Deed of Trust as the same shall be supplemented from time to time.

DEBTOR:

DAVIDSON DEVELOPMENT, INC.

By: J. P. Davidson
 Name:
 Title:

EXHIBIT A

DESCRIPTION OF PROPERTY

ALL THOSE THREE (3) LOTS OF GROUND situate and lying in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot Nos. 4, 6 and 15, as shown on the plat entitled "Woodside Ridge," which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 140, page 34.

daviddesc.cwj (ws10)
R&E 102-704

ANNE ARUNDEL COUNTY STATE OF MARYLAND
FINANCING STATEMENT 286572

BOOK 579 PAGE 509
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-
tion tax indicate amount of taxable debt here. \$ 11,000**

If this statement is to be recorded
in land records check here.

**taxes paid to SDAT on April 7, 1992

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Commonwealth Leasing Corporation, Attn: President

Address P O Box 11390, Richmond, VA 23230

2. SECURED PARTY

Name NationsBank of Virginia, N.A., Attn: E. Turner Coggin

Address NationsBank Pavilion, 4th Floor, P O Box 27025, Richmond, VA 23261

M. Smith, CCA Financial Services, Inc., POB 11390, Richmond, VA 23230

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
See Schedule "A" attached hereto and made a part
hereof

Name and address of Assignee

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real
estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to
be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

COMMONWEALTH LEASING CORPORATION

W. W. Cutchins

(Signature of Debtor)

WILLIAM W. CUTCHINS, PRESIDENT

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NATIONSBANK OF VIRGINIA, N.A.

E. Turner Coggin

(Signature of Secured Party)

BY: *First V.P.*

Type or Print Above Signature on Above Line

RECORD FEE 13.00
POSTAGE .50
#422550 C489 R02 T09:47
04/23/92
MARY M. ROSE
AA CO. CIRCUIT COURT

BL
CLERK

1350

SCHEDULE A

Description of Collateral

The Master Lease Agreement made as of October 26, 1990, between Commonwealth Leasing Corporation and Fair Lanes, Inc. and its subsidiaries which are signatories thereto (the "Lease"), all equipment schedules now in effect or hereafter entered into under or in connection with the Lease ("Equipment Schedules"), all guarantees of and security for the Lease and/or the Equipment Schedules, all amendments, supplements, extensions, renewals and additions to the Lease, any Equipment Schedule or any guarantee or security therefor, all other right, title and interest of Commonwealth Leasing Corporation in and to the Lease and the Equipment Schedules, all scoring devices and displays and other bowling equipment now or hereafter leased under the Lease and/or one or more of the Equipment Schedules, including, without limitation, the equipment described on the following pages of this Schedule A hereto, and all additions and accessions thereto.

SCHEDULE "A"

EQUIPMENT PACKAGE "B"

A. One (1) Advantage System consisting of the following:

1 Intel 386 20 MHZ personal computer including:

8 Mbyte Memory
150 Mbyte Hard Disk
1.2 Mbyte Floppy Disk Drive
40 Mbyte Tape Back-up Unit

1 Front Desk Cash Terminal including:

Wyse 85 CRT Terminal
Cash Drawer

1 Lane Pinspotter Interface Unit
1 Scores Printer Epson Model LX810 or Equivalent
1 Back Office Terminal Wyse Model 85
1 Back Office Printer Epson Model FX1050
1 2400 Baud Modem
1 Magnetic Card Reader
1 Software Lane/Cash Control
1 Software Scorer Control Program
1 Software Bowling Program
1 Vpix DOS Environment Software

B. One (1) Advantage Spare Parts Kit consisting of the following:

1 LIU Printed Circuit Board
1 LIU Power and Control Printed Circuit Board
1 LIU Lane Printed Circuit Board
1 Advantage Multi-Port Communications Board

STATE OF MARYLAND

ANNE ARUNDEL, MD

BOOK 579 PAGE 512

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 282839

RECORDED IN LIBER 564 FOLIO 323 ON 1/29/91 (DATE)

1. DEBTOR

Name Fair Lanes Maryland Bowling, Inc., d/b/a Fair Lanes Southdale
Address 1112 North Rolling Road, Baltimore, MD 21228

2. SECURED PARTY

Name Commonwealth Leasing Corporation
Address 8800 AMF Drive, Richmond, VA 23111
Michele Smith, CCA Financial Services, Inc., POB 11390, Richmond, VA 23230
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

<p><input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><input checked="" type="checkbox"/> C. Assignment XXX The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><input type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.)</p>
<p>Name and Address of Assignee: <u>NationsBank of Virginia, N.A.</u> <u>NationsBank Pavilion, 4th Floor</u> <u>P O Box 27025</u> <u>Richmond, VA 23261</u> <u>Attn: E. Turner Coggin</u></p>	
<p>Description of Collateral Assigned: <u>All Collateral as described on the Original Financing Statement.</u></p>	

RECORD FEE 10.00
POSTAGE .50
#422560 0489 R02 T09:48
04/23/92
MARY H. ROSE
AA CO. CIRCUIT COURT

Dated April 1, 1992

Commonwealth Leasing Corporation

William W. Cutchins
(Signature of Secured Party)

WILLIAM W. CUTCHINS - PRESIDENT
Type or Print Above Name on Above Line

11 10 00 33

STATE OF MARYLAND

BOOK 579 PAGE 513

ANN ARUNDEL COUNTY, MD

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 282840

RECORDED IN LIBER 564 FOLIO 327 ON 1/29/91 (DATE)

1. DEBTOR

Name Fair Lanes Florida Bowling, Inc., d/b/a Fair Lanes Annapolis
Address 1112 North Rolling Road, Baltimore, MD 21228

2. SECURED PARTY

Name Commonwealth Leasing Corporation

Address 8800 AMF Drive, Richmond, VA 23111

Michele Smith, CCA Financial Services, Inc., POB 11390, Richmond, VA 23230
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)

NAME AND ADDRESS OF ASSIGNEE:
NationsBank of Virginia, N.A.
NationsBank Pavilion, 4th Floor
P O Box 27025
Richmond, VA 23261
Attn: E. Turner Coggin

DESCRIPTION OF COLLATERAL ASSIGNED:
All Collateral as described on the Original Financing Statement

CHECK ☒ FORM OF STATEMENTRECORD FEE 10.00
POSTAGE .50
#422570 0489 R02 T09:48
04/23/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Commonwealth Leasing Corporation

Wm. W. Cutchins
(Signature of Secured Party)

Dated April 1, 1992

WILLIAM W. CUTCHINS - PRESIDENT
Type or Print Above Name on Above Line

STATE OF MARYLAND

ANNE ARUNDEL CO., MD

BOOK

579 PAGE 514

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 282841

RECORDED IN LIBER 564 FOLIO 331 ON 1/29/91 (DATE)

1. DEBTOR

Name Fair Lanes Maryland Bowling, Inc., d/b/a Fair Lanes Ritchie

Address 1112 North Rolling Road, Baltimore, MD 21228

2. SECURED PARTY

Name Commonwealth Leasing Corporation

Address 8800 AMF Drive, Richmond, VA 23111

Michele Smith, CCA Financial Services, Inc., POB 11390, Richmond, VA 23230

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐
(Indicate whether amendment, termination, etc.)

Name and Address of Assignee:
NationsBank of Virginia, N.A.
NationsBank Pavilion, 4th Floor
P O Box 27025
Richmond, VA 23261
Attn: E. Turner Coggin

Description of Collateral Assigned:
All Collateral as described on the Original Financing Statement

RECORD FEE 10.00

POSTAGE .50

#422580 C489 R02 T09:48-

04/23/92

MARY M. ROSE

AA CO. CIRCUIT COURT



Commonwealth Leasing Corporation

Dated April 1, 1992

(Signature of Secured Party)

WILLIAM W. CUTCHINS - PRESIDENT

Type or Print Above Name on Above Line

STATE OF MARYLAND

Anne Arundel County

BOOK 579 PAGE 515

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. ~~006760X~~ 283662

RECORDED IN LIBER 568 FOLIO 30 ON May 16, 1991 (DATE)

1. DEBTOR

Name Fair Lanes Maryland Bowling, Inc., d/b/a Fair Lanes Southwest

Address 1112 North Rolling Road, Baltimore, MD 21228

2. SECURED PARTY

Name Commonwealth Leasing Corporation

Address 8800 AMF Drive, Richmond, VA 23111

CCA Financial Services, P. O. Box 11390, Richmond, VA 23230

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐
(Indicate whether amendment, termination, etc.)

Name and Address of Assignee
NationsBank of Virginia, N.A.
NationsBank Pavilion, 4th Floor
P. O. Box 27025
Richmond, VA 23261
Attn: E. Turner Coggin

Description of Collateral Assigned
All collateral as described on the original financing statement

RECORD FEE 10.00
POSTAGE .50
#422590 0489 R02 T09:49
04/23/92
MARY H. ROSE
AA CO. CIRCUIT COURT



Commonwealth Leasing Corporation

Dated _____

By: William W. Cutchins
(Signature of Secured Party)

William W. Cutchins - President
Type or Print Above Name on Above Line

10-30

NO TAX DUE
TO PERFECT SECURITY INTERESTTO BE RECORDED AMONG THE
CHattel RECORDS OF ANNE
ARUNDEL COUNTY, MARYLAND

286173

BOOK 579 PAGE 516

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.☐ TO BE RECORDED IN
LAND RECORDSFor Filing Officer Use
File No.
Date &
HourThis Financing Statement is presented to a filing officer for filing pursuant to the Uniform
Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s)
(Last Name First)

No.

Street

City

State

BWI/Parkway Hotel Group
Limited Partnershipc/o Eliezer Benbassat, 905 Silver Spring
Avenue, Silver Spring, Maryland 20910

Name of Secured Party or assignee

No.

Street

City

State

Bank of Maryland

7126 Wisconsin Avenue, Bethesda, MD 20814

1. This financing statement covers the following types (or items) of property: (Lists or descrip-
tions may be on separate sheets firmly attached hereto.) (Describe)See the Schedule A attached hereto.Mr. Peter A. Converse
Bank of Maryland
7126 Wisconsin Avenue
Bethesda, Maryland 20814

RETURN TO:

(If affixed to realty—state value of each article)

CHECK ☒ THE LINES WHICH APPLY2. ☐ If collateral is crops: The above described crops are growing or will be grown on: (Fur-
nish general description of real estate and name of record owner.)3. ☒ If collateral is goods which are or will become fixtures: The above described goods are
fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish
general description of real estate and name of record owner.) If blocks system is main-
tained, state house number and street, if there be any, or block reference.See the Exhibit A attached hereto.4. ☒ Proceeds of collateral are also covered: ☐ Products of collateral are also covered:5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ *is not*
subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland,
as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

BWI/Parkway Hotel Group
Limited PartnershipBy: BWI Hotel Corporation,
General Partner

By:

(Type or print name under signature)

Eliezer Benbassat,
President

Bank of Maryland

(Seal)

(Corporate, Trade or Firm Name)

Peter A. Converse, V.P.

Signature of Secured Party or Assignee

Peter A. Converse, Vice President

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

1852

(a) All Debtor's right, title, and interest in and to the buildings and improvements, and any modifications, additions, restorations or replacement of the whole or any part thereof, now or hereafter constructed or existing on the real estate described in Exhibit A attached hereto (the "Land") (all of which are hereinafter referred to as the "Improvements"); and

(b) All Debtor's right, title, and interest as landlord (whether named as such therein or by assignment or otherwise) in all leases, if any, of the Land or any portion thereof or of space in the Improvements, now existing or at any time hereafter made, and any and all amendments, modifications, supplements, renewals, and extensions thereof, together with all rents, royalties, hotel room charges, security deposits, revenues, downpayments, issues, earnings, profits, income, and other benefits of the Land and the Improvements or any part thereof (including, without limitation, advance rental payments, payments incident to any assignment, sublease or surrender of said leases, claims for forfeited deposits and claims for damages) now due or hereafter to become due with respect to the Land and the Improvements or any part thereof; and

(c) All personal property, tangible or intangible, and all fixtures, machinery, and equipment now or hereafter owned, constructed or acquired by Debtor, now or hereafter located on or attached to or in any way relating, belonging or pertaining to the Land or the Improvements, and all extensions, additions, renewals, substitutions, and replacements thereof; and

(d) All additions to the foregoing, and all proceeds thereof, including, without limitation, proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, all Awards (as defined in the Deed of Trust) and other payments as a result of any Taking (as defined in the Deed of Trust), all Insurance Proceeds (as defined in the Deed of Trust), and all proceeds of the title insurance referred to in the Deed of Trust, together with all amounts received by the Trustees, or due and payable to Trustees or Secured Party, pursuant to the Deed of Trust; and

(e) All right, title, and interest of Debtor in and to all streets, roads, alleys, ways, tenements, hereditaments, passages, waters, water rights, water courses, riparian rights and public places, opened or proposed, and all easements, accessions, rights, and appurtenances, now or hereafter used in connection with, or belonging or appertaining to, the Land or the Improvements; and

(f) All of the accounts of Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods; and

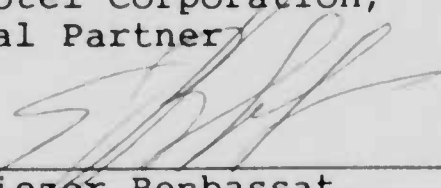
(g) All right, title and interest of Debtor in and to any contracts entered into for the renovation, demolition or construction of the Improvements or any additions thereto.

For purposes hereof, the term "Deed of Trust" shall mean that certain Deed of Trust, Assignment of Rents and Leases and Security Agreement dated March 20, 1992 from Debtor to the Trustees named therein (the "Trustees") for the benefit of Secured Party.

BWI/Parkway Hotel Group
Limited Partnership

Date: March 24, 1992

By: BWI Hotel Corporation,
General Partner

By: 
Eliezer Benbassat,
President

Being all of that parcel of land designated as Lot 32 as shown on a plat of subdivision entitled "Section Ten, PARKWAY INDUSTRIAL CENTER" and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 51, Page 9 as Plat No. 2734, and being more particularly described as follows:

Beginning for the same at a point at the southwesterly end of the 12.00 feet arc lot line of the aforesaid Lot 32 as shown on the aforesaid plat, said point being on the southeasterly right of way line of Parkway Drive (80 feet wide) also as shown on the aforesaid plat; and running thence, along said right of way line, the three (3) following courses and distances:

1. 12.00 feet along the arc of a curve, deflecting to the right, having a radius of 337.49 feet and a chord bearing North 72 degrees 45' 54" East, 12.00 feet to a point; thence
2. 298.81 feet along the arc of a curve, deflecting to the left, having a radius of 440.00 feet and a chord bearing South 54 degrees 18' 49" West, 293.10 feet to a point; thence
3. North 34 degrees 51' 30" East, 40.00 feet to a point at the westerly end of the northeasterly or South 55 degrees 08' 30" East, 691.94 feet lot outline of said Lot 32; running thence with said outline the following two (2) courses and distances
4. South 55 degrees 08' 30" East, 691.94 feet to a point; thence
5. South 74 degrees 45' 06" West, 450.75 feet to a point at the easterly end of the North 55 degrees 08' 30" West, 445.00 feet common lot line of said Lots 32 and 33; running thence with said common lot line the following course and distance
6. North 55 degrees 08' 30" West, 445.00 feet to a point; thence binding on or intending to bind on the North 37 degrees 24' 27" West, 66.04 foot common lot line between Lots 32 and 33, as now surveyed
7. North 37 degrees 29' 15" West, 65.95 feet to the point of beginning.

FINANCING STATEMENT

- ☒ To be recorded among the Financing Statement Records of Anne Arundel County, Maryland.
- ☐ To be recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- ☒ Not subject to Recordation Tax.
- ☒ Recordation Tax has been paid on the principal amount of \$47,000.00 in connection with the filing of a Deed of Trust recorded among the Land Records of Anne Arundel County, Maryland.

DEBTOR:

WILLIAM J. BORO
HELEN V. BORO

ADDRESS:

1903 Ridgeville Road
Edgewater, Maryland 21037

SECURED PARTY:

FARMERS NATIONAL BANK
OF MARYLAND

ADDRESS:

Five Church Circle
Annapolis, Maryland 21401

This Financing Statement covers the following property and all cash and/or non-cash proceeds and products thereof, and proceeds of all insurance policies covering all or any part of such property:

- ☒ Specific Equipment and Fixtures. All of the Debtor's equipment described on Exhibit "A" attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith and (ii) all replacements thereof and substitutions therefor. All or a portion of the Debtor's equipment is located at 49 Old Solomons Island Road, #104, Annapolis, Maryland 21401.

LAW OFFICES
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404
(410) 263-8855

(SIGNATURES BEGIN ON NEXT PAGE)


- 1 -

WB Borrower's Initials
HB Borrower's Initials


FND01.897

DEBTORS:

 (SEAL)
WILLIAM J. BORO

 (SEAL)
HELEN V. BORO

SECURED PARTY:
FARMERS NATIONAL BANK OF
MARYLAND, a national banking
association

 (SEAL)
BY: WILLIAM A. WACKER
Title: VICE PRESIDENT

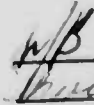

Mr. Clerk: Please return to:
Snider, Buck & Migdal, Chartered
Attn: Donna Selby
P. O. Box 2400
Annapolis, Maryland 21404-2400

LAW OFFICES
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(410) 263-8855

KCBLUEBORO.FS

- 2 -

 Borrower's Initials
 Borrower's Initials

FINANCING STATEMENT

286196

BOOK 579 PAGE 522

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

- ☐ 1. To be recorded in the Land Records.
- ☒ 2. To be recorded among the Financing Statement Records.
- ☐ 3. Not subject to Recordation Tax.
- ☒ 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 504,000.00 SEE ATTACHED ALLOCATION OF RECORDATION TAXES
- The Debtor(s) certifies that with the filing of this Financing Statement, or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk, of the Circuit Court for Anne Arundel Co.

5. Debtor(s) Name(s):

Command Technology, Inc.

Address(es):

2600 Cabover Drive, Suite L & M
Hanover, MD 21076✓ 7505 Resource Court
Baltimore, MD 21226 JJK

6. Secured Party:

MARYLAND NATIONAL BANK
Attention: LDRU 250603

Address:

100 South Charles Street
Baltimore, Maryland 21201

7. This Financing Statement covers, and the Debtor(s) hereby grant(s) the Secured Party a security interest in, the following property, including without limitation (a) all amounts now and in the future owed by the Bank to each Debtor and/or on deposit in any account maintained by each Debtor with the Bank; (b) all present and future substitutions, replacements, appurtenances, accessories and accessions relating to any of the following; (c) all of each Debtor's books and records; (d) all proceeds (cash and noncash, including insurance proceeds) and products of all of the following in any form whatsoever; and (e) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the following:

☒ A. All of each Debtor's present and future accounts, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all rights to the payment of money due or to become due to each Debtor for any reason whatsoever, and all goods returned, repossessed or stopped in transit, the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, and all rights which each Debtor may at any time have against any account debtor or other obligor of each Debtor, including liens and security interests for benefit of each Debtor and all right of each Debtor with respect to present and future patents, pending and abandoned patent applications, literary rights, rights to performance, copyrights, trademarks, trademark registrations, trade names and trademark applications, together with the business and goodwill to which the same are appurtenant and all causes of action for infringements thereof.

☒ B. All of the inventory of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including raw materials, work in process, finished goods, materials and supplies, goods returned or repossessed, and goods held for demonstration, marketing or similar purposes, and all property in or on which any of the foregoing is stored or maintained, and all documents of title and trust receipts relating to any inventory, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as inventory, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to inventory.

☒ C. All of the equipment of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including machinery, vehicles and other rolling stock, furniture, tools, leasehold improvements, fixtures, and materials and supplies relating to equipment, and all documents of title and trust receipts relating to equipment, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as equipment, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to equipment.

☐ D. All of the Debtor's equipment and fixtures described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor.

☐ E. Each of the Debtor's motor vehicles described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith.

☐ F. All of the property of each Debtor as described on Schedule A attached hereto and made a part of this Financing Statement by reference.

☐ 8. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are _____

Debtors: Command Technology, Inc.

By: X _____ (Seal) _____ (Seal)
George R. Braswell, President_____
(Seal) _____ (Seal)_____
(Seal) _____ (Seal)_____
(Seal) _____ (Seal)

Mr. Clerk: Please return to the address set forth in paragraph 6 above.

BL
CLERKRECORD FEE
RECORD TAX11.00
3150.00

POSTAGE

.50

#422770 C489 R02 T14:30

04/23/92

MARY M. ROSE
AA CO. CIRCUIT COURT1100
3150.50

CERTIFICATION FOR ALLOCATION OF
MARYLAND RECORDATION TAX

Date: 2/21/92

TO: Clerk of the Circuit Court, of Anne Arundel County

REFERENCE: Command Technology, Inc.

With respect to the above-referenced loan(s) and to the personal property (the "Collateral") securing said loan(s), the Borrower hereby certifies to the best of the Borrower's knowledge, information and belief that the value of each portion of the Collateral and the amount of indebtedness attributable to each portion of the Collateral are as follows:

- | | |
|---|-----------------|
| 1. Value of Inventory and Other Exempt Collateral | \$ 420,000.00 |
| 2. Value of Equipment and Other Non-Exempt Collateral | \$ 768,000.00 |
| 3. Total Value of Collateral | \$ 1,188,000.00 |
| 4. Computation of Amount of Debt Exempt from Recordation Tax: | |

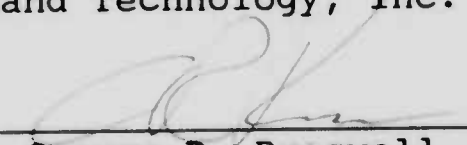
<u>Value of Exempt Collateral</u>	X	Total Amount of Debt Secured	=	Amount of Debt Exempt from Tax
Total Collateral				
\$ 420,000.00	X	\$ 654,000.00	=	\$ 231,212.12
\$ 1,188,000.00				

5. Amount of Non-Exempt Debt: \$ 422,787.88

6. Recordation Tax Due on Non-Exempt Debt, Rounded Off:

<u>\$ 450,000.00</u>	X	\$ 7.00	=	\$ 3,150.00
1000				

Command Technology, Inc.

By:  (SEAL)
 George R. Braswell, President

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 493 Page No. 19
Identification No. 259719 Dated December 24 1985

1. Debtor(s) { Richard E Byrd and Lillian E Byrd
Name or Names—Print or Type
7915 Myers Drive Glen Burnie (AA Co) Md 21061
Address—Street No., City - County State Zip Code

MAIL TO: 2. Secured Party { Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p><input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: <u>POSTAGE</u></p>
<p><input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><input checked="" type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.) Termination</p>

AA CO. CIRCUIT COURT
BL CLERK
10.00
.50
04/23/92
MARY N. ROSE

Dated: April 22, 1992 Sears, Roebuck and Company
Name of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Signature of Secured Party
Type or Print (Include Title if Company)

1050

CONDITIONAL SALES CONTRACT NOT SUBJECT TO RECORDATION TAX.

BOOK 579 PAGE 525

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 16 APR 92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Tank Tech. Corp.Address 395 Route 9W Congers New York 10920

2. SECURED PARTY

Name Gardiner Equipment Co., Inc.Address P. O. Box 37Waldorf, Maryland 20604-0037

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 New John Deere 790D Excavator, S/N FF790DL008245

RECORD FEE 11.00

POSTAGE .50



4366150 0263 R01 115:05

04/23/92

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate) ROSE

AA CO. CIRCUIT COURT

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Gardiner Equipment Co., Inc.

P. O. Box 37

Waldorf, Maryland 20604-0037

(Signature of Debtor)

Tank Tech. Corp.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Donald W. Williams

Type or Print Above Name on Above Line

11

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 579 PAGE 526
Filing File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-
tion tax indicate amount of taxable debt here. \$If this statement is to be recorded
in land records check here. ☐This financing statement Dated 4/17/92 is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Robert White
Address 7790 Outing Ave Pasadena MD 21122

2. SECURED PARTY

Name Norwest Financial
Address 6710 Ritchie Hwy E Gln Burnie MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 4/17/95

4. This financing statement covers the following types (or items) of property: (list)

Night Stand 353-62-2
T Dresser 353-58-0
Mirror 353-59-0
Head Board 353-61-4

RECORD FEE 11.00

POSTAGE .50

#366200 0263 R01 T15:07

04/23/92

MARY H. ROSE

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)Robert White
(Signature of Debtor)Robert White
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Don D. Matteo
(Signature of Secured Party)Don D. Matteo
Type or Print Above Signature on Above Line

STATE OF MARYLAND

BOOK 579 PAGE 527

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 283027

RECORDED IN LIBER 565 FOLIO 247 ON 2/21/91 (DATE)

1. DEBTOR

Name ANNE ARUNDEL DIAGNOSTIC, INC
Address 1655 CROFTON BLVD, CROFTON, MD 21114

2. SECURED PARTY

Name REYNA FINANCIAL CORPORATION
Address 800 GERMANTOWN ST, DAYTON, OHIO 45407

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENTA. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:D. Other: NAME CHANGE ☒
(Indicate whether amendment, termination, etc.)CHANGE NAME AND ADDRESS TO: ANNE ARUNDEL HEALTH CARE SERVICES -- DBA: ARUNDEL DIAGNOSTIC -- 140 JENNIFER ROAD -- ANNAPOLIS MD 21401.
THIS FINANCING STATEMENT IS AUTHORIZED BY AND EXECUTED ON BEHALF OF THE DEBTOR BY REYNA FINANCIAL CORPORATION AS ATTORNEY IN FACT PURSUANT TO A WRITTEN AGREEMENT. THIS FILING IS FOR NOTICE PURPOSES ONLY. THE TRANSACTION OUT OF WHICH THIS FILING ARISES IS A TRUE LEASE BETWEEN SECURED PARTY/LESSOR AND DEBTOR/LESSEE.

Dated

4-14-92

(Signature of Secured Party)

REYNA FINANCIAL CORPORATION

Type or Print Above Name on Above Line

BOOK 579 PAGE 528

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 232686

RECORDED IN LIBER 425 FOLIO 381 ON May 21, 1980 (DATE)

1. DEBTOR

Name Calvin A. Cox

Address 222 St. Paul Street, Baltimore, Maryland 21202

2. SECURED PARTY

Name Signet Trust Company
(formerly known as Union Trust Company of Maryland)

Address 7 St. Paul Street, 3rd Floor, Baltimore, Maryland 21202
Robert L. Doory, Esquire, Miles & Stockbridge
10 Light Street, Baltimore, Maryland 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

RECORD FEE 10.00

POSTAGE .50

#366550 0263 R01 T15124

04/23/92

CHECK ☒ FORM OF STATEMENT

A. Continuation <input checked="" type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: Amendment <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)
The original Financing Statement is hereby amended to change the address of Debtor. The new address is: 371 Ferry Point Road Pasadena, Maryland 21122	

N. ROSE

AP CO. CIRCUIT COURT

BL
CLERK

Debtor: Calvin A. Cox

By: Calvin A. Cox
Calvin A. Cox

Signet Trust Company

By: [Signature]
(Signature of Secured Party)

Diane E. Ten Hopen
Type or Print Above Name on Above Line

Dated April 21, 1992

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 232685

RECORDED IN LIBER 425 FOLIO 378 ON May 21, 1980 (DATE)

1. DEBTOR

Name Anne Arundel County, Maryland
Arundel Center
Address Northwest and Calvert Streets
Annapolis, Maryland 21401

2. SECURED PARTY

Signet Trust Company
Name (formerly known as Union Trust Company of Maryland)

Address 7 St. Paul Street, 3rd Floor, Baltimore, Maryland 21202
Robert L. Doory, Esquire, Miles & Stockbridge
10 Light Street, Baltimore, Maryland 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

BL
CLERK

04/23/92

MARY M. ROSE

CHECK ☒ FORM OF STATEMENT

A. Continuation ☒
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐
(Indicate whether amendment, termination, etc.)

Signet Trust Company

Dated April 21, 1992

By:

(Signature of Secured Party)

Diane E. Ten Hopen
Type or Print Above Name on Above Line

Financing Statement
Records of Anne Arundel
County, Maryland ~~(to be~~
~~Gross Indexed in Land~~
Records)

STATE OF MARYLAND

BOOK 579 PAGE 530

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 232687

RECORDED IN LIBER 425 FOLIO 386 ON May 21, 1980 (DATE)

1. DEBTOR
Maryland Composition Company, Inc.
American Graphic Arts Corporation
Name Photo Graphics, Inc.
Chandler Building, 714 E. Pratt Street,
Address Baltimore, Maryland 21202

2. SECURED PARTY
Signet Trust Company
Name (formerly known as Union Trust Company of Maryland)
Address 7 St. Paul Street, Baltimore, Maryland 21202
Robert L. Doory, Esquire, Miles & Stockbridge,
10 Light Street, Baltimore, Maryland 21202
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	A. Continuation <input checked="" type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: Amendment <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)
	1. The names of the original Debtors were: Maryland Composition Company, American Graphic Arts Corporation, and Photo Graphics, Inc. The new Debtor is Maryland Composition Company, Inc., pursuant to Articles of Merger filed on July 10, 1980, which merged American Graphic Arts Corporation and Photo Graphics, Inc. into Maryland Composition Company, Inc.	
	2. The new address of the Debtor is: 6711 Dover Road, Baymeadow Industrial Park, Glen Burnie, Maryland 21061	

Debtor: Maryland Composition Company, Inc.

By: Calvin A. Cox - President
Calvin A. Cox, President

Dated April 21, 1992

Signet Trust Company

By: [Signature]
(Signature of Secured Party)

Diane E. Ten Hopen
Type or Print Above Name on Above Line

RECORDS FEE 10.00
PAGE 50
04/23/80
MARY M. ROSE
44 CO. CIRCUIT COURT
BL CLERK

FILED WITH: CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
POST OFFICE BOX 71
ANNAPOLIS, MARYLAND 21404

BOOK 579 PAGE 531

PREPARED BY: CITIZENS BANK
P O BOX 1900
ELIZABETHTON, TN 37643

286199

FINANCING STATEMENT FORM UCC-1

Identifying File No

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recorda-
tion tax indicate amount of taxable debt here \$65,000.00

If this statement is to be recorded
in land records check here. ☐

This financing statement Dated APRIL 6, 1992 is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name STANLEY ENGINEERING COMPANY, INC.

Address 180 PENROD COURT, BLDG F GLEN BURNIE, MD 21061

2. SECURED PARTY

Name CITIZENS BANK

Address P. O. BOX 1900, BROAD STREET & LYNN AVENUE, ELIZABETHTON, TN 37643

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) NO MATURITY

4. This financing statement covers the following types (or items) of property: (list)

1988 MATSUURA TIGER/MX3 MACHINING CENTER SERIAL #880306550

RECORD FEE 11.00

RECORD TAX 455.00

POSTAGE .50

#157240 0263 R01 T0914B

04/24/92

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate) N. ROSE

AN CO. CIRCUIT COURT

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to
be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

STANLEY ENGINEERING COMPANY, INC.

X (Signature of Debtor)
KENNETH R. STANLEY, PRESIDENT

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CITIZENS BANK

(Signature of Secured Party)
JOE LaPORTE III, PRESIDENT

Type or Print Above Name on Above Line

11
455
3

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. DEBTOR(S) (Last Name First) and ADDRESS(ES)
PRICE*****
6 SEVERNDAL RD
SEVERNA PARK
231547927 AA

2. SECURED PARTY(IES) and ADDRESS(ES)
RICHARD L. JOHN DEERE COMPANY
P. O. BOX 65090
WEST DES MOINES IA 50265

3. MATURITY DATE
(If Any) 29JUN95
FOR FILING OFFICER (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 281333
BK 557 PG 404
Filed with ANNE ARUNDEL MD Date Filed 29JUN90

5. ☐ CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. ☒ TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ ASSIGNMENT - The Secured Party's rights under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. ☐ AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. ☐ RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

Number of Additional Sheets Presented

10APR92

By
Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable)

FILING OFFICER COPY - ALPHABETICAL

TO

CLERK OF CIRCUIT CRT
% UCC DIVISION
ANNE ARUNDEL COUNTY MARY M. ROSE
ANNAPOLIS MD 21403
HH CO. CIRCUIT COURT

JOHN DEERE COMPANY

By *D. A. Walters* Director, Installment Finance For

Signature(s) of Secured Party(ies)

☐ JOHN DEERE INDUSTRIAL
EQUIPMENT COMPANY

☒ JOHN DEERE COMPANY

STANDARD FORM - FORM UCC-3

RECORD FEE 10.00

POSTAGE .50

4367750 0263 101 109:49

04/24/92

BL
CLERK

, MARYLAND

286260

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cypress Creek GreeneryAddress 3909 Alberta Ave., Pasadena, Maryland 21122

2. SECURED PARTY

Name Security Ford New Holland, Inc.Address 3828 Washington Blvd.Baltimore, MD 212273. Assignee of Secured Party NAEDA Financial, Ltd., L.P.Address 11213 Davenport Street, Suite 303Omaha, NE 68154Person And Address To Whom Statement Is To Be Returned If Different From Above. BL

RECORD FEE 11.00

.50

4. Maturity date of obligation (if any) _____

#367540 0263 R01 T10:02

5. This financing statement covers the following types (or items) of property: (list):

04/24/92

One New Ford New Holland L-553 Skid Loader w/84" bucket. S/N 813538

MARY M. ROSE

BL
CLERK

AA CO. CIRCUIT COURT

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Not subject to recordation tax.

☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Cypress Creek Greenery

Regina R. Whiteman, President
(Signature of Debtor)

Regina R. Whiteman, President

Type or print above signature on above line

(Signature of Debtor)

Type or print above signature on above line

Thomas J. Drescher
(Signature of Secured Party)
Security Ford New Holland, Inc.

Thomas J. Drescher, President

Type or print above name on above line

Anne Arundel County

FINANCING STATEMENT FORM UCC-1

File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Seaward Corporation

Address P.O. Box 1177 Portsmouth, New Hampshire 03802

2. SECURED PARTY

Name L.B. Smith, Inc.

Address P.O. Box 8658 Baltimore, MD. 21240

RECORD FEE 11.00

POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above: _____

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1) One P&H T280 Truck Crane
Serial# 54501

Name and address of assignee: _____

WITH ALL PRESENT AND FUTURE ATTACHMENTS, ADDITIONS, REPAIRS, PRODUCTS AND PROCEEDS, NOW OWNED OR HEREAFTER ACQUIRED. WITH TITLE TO BE RETAINED BY L.B. SMITH, INC. THIS FINANCIAL STATEMENT IS INTENDED TO PUBLICIZE THE LEASE OF THE ABOVE PROPERTY AND DOES NOT CREATE A SECURITY INTEREST.

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
☐ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

Billy Bowen
 (Signature of Debtor)

Seaward Corporation
 Type or Print Above Name on Above Line

 (Signature of Debtor)
 Seaward Corporation
 Type or Print Above Signature on Above Line

Eruce H. Dean
 (Signature of Secured Party)

Eruce H. Dean Business Mgr. L.B. Smith
 Type or Print Above Signature on Above Line

286211

BL
CLERK

MARY H. ROSE

04/24/92

RECORDED 0243 RD1 110:02

CIRCUIT COURT

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 579 PAGE 535

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated March 13, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CHESAPEAKE INVESTORS, LTD.

Address 1764 San Diego Avenue, San Diego, California 92110

2. SECURED PARTY

Name JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY

Address John Hancock Place, P.O. Box 111, Boston, Massachusetts 02117

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) September 1, 2005

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

SEE EXHIBIT "A" ATTACHED HERETO

J.H. #6512090



RECORD FEE 12.00

POSTAGE .50

4367570 0243 RD1 T10103

04/24/92

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

MARY M. ROSE

2A CO. CIRCUIT COURT

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

☒ CHESAPEAKE INVESTORS, LTD.

☒ By: CONTINENTAL AMERICAN PROPERTIES, LTD. GP
(Signature of Debtor)

☒ BY: DJE FINANCIAL CORP., GP

Type or Print Above Name on Above Line

By: [Signature]
(Signature of Debtor)

DAVID F. CHARLES, EXEC. VP

Type or Print Above Signature on Above Line

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY

[Signature]
(Signature of Secured Party)

Ronald E. Poch Assistant Treasurer
Type or Print Above Signature on Above Line

13⁰⁰

Turn

EXHIBIT A

All chattels, apparatus, appliance, furniture, equipment, supplies and other personal property which may now or hereafter be located on, placed upon and used in connection with and the maintenance of the real estate including, without limiting the generality of the foregoing, all furnaces, heaters, oil burners, oil and gas tanks, stoves, ovens, ranges, vent hoods and fans, kitchen and wall cabinets, dishwashers, garbage disposals, refrigerating, ventilating and air conditioning units, apparatus and systems, screens, screen doors, storm windows and doors, doors, draperies, awnings, blinds, window shades, drapery rods and brackets, floor coverings, lobby furnishings, furniture in furnished apartments, shrubbery, plants, planters, swimming pool, deck furniture and equipment, cleaning equipment, fire prevention equipment and equipment for the generation and distribution of air, water, heat, electricity, light, fuel, for sanitary and drainage purposes, for the exclusion of vermin and insects, and the removal of dust and refuse, together with all and any subsequent additions, substitutions or replacements thereof.

1050

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 282680

RECORDED IN LIBER 563 FOLIO 418 ON 1/2/91 (DATE)

1. DEBTOR

Name ROBERT AND RUTH COLLINS
Address 431 5TH AVE W. BROOKLYN PARK MD 21225

2. SECURED PARTY

Name NORWEST FINANCIAL
Address 24B DEFENSE ST ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 11/19/94

CHECK ☒ FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>TERMINATION</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORDED FILE 10:00
50
0263 R01 110:12
04/24/92
MARY M. ROSE
DA CO. CIRCUIT COURT
CLERK

Dated 4/10/92

Ernest W. Spriggs
(Signature of Secured Party)
ERNEST W. SPRIGGS
Type or Print Above Name on Above Line

1050

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 285350RECORDED IN LIBER 576 FOLIO 60 ON 1/3/92 (DATE)

1. DEBTOR

Name JEANNE AND MARK RADCLIF
Address 301 CADLE AVE EDGEWATER, MD 21037

2. SECURED PARTY

Name NORWEST FINANCIAL
Address 248 DEFENSE ST ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 10/16/94

RECEIVED FEE 10.00

POSTAGE .50

4367650 C263 R01 T10:13

04/24/92

M. ROSE

CIRCUIT COURT

BL
CLERKCHECK ☒ FORM OF STATEMENTA. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:D. Other: TERMINATION
(Indicate whether amendment, termination, etc.)

Dated

4/10/92

(Signature of Secured Party)

ERNEST W. SPRIGGS

Type or Print Above Name on Above Line

10.50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 284658

RECORDED IN LIBER 572 FOLIO 507 ON 9/27/91 (DATE)

1. DEBTOR

Name RICHARD A. SANCHEZ
Address 5618 CARVELL ST, CHURCHTON, MD 20733

2. SECURED PARTY

Name NORWEST FINANCIAL
Address 24 B DEFENSE ST ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 7/17/93

CHECK ☒ FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>TERMINATION</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
.50
243 RO1 T10:13
04/24/92
M. ROSE
AA CO. CIRCUIT COURT



Dated 3/14/92

Ernest W. Spriggs
(Signature of Secured Party)
ERNEST W. SPRIGGS
Type or Print Above Name on Above Line

105

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 578 PAGE 540
Identifying File No.

3/12/92

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 3/17/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Donald & Patricia Caputo
Address 1142 Latrobe Rd Annapolis MD 21401

2. SECURED PARTY

Name NORWEST FINANCIAL
Address 24B DEFENSE ST. ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Water Conditioning System

RECORD FEE 12.00

POSTAGE .50

4387679 0263 601 110:13

04/24/92



MARY M. ROSE

MD CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

- 5.
- ☐
- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

- ☒
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

SAME AS ABOVE

- ☐
- (Proceeds of collateral are also covered)
-
- ☐
- (Products of collateral are also covered)

Donald Caputo
(Signature of Debtor)Donald Caputo
Type or Print Above Name on Above LinePatricia Caputo
(Signature of Debtor)Patricia Caputo
Type or Print Above Signature on Above LineErnest W. Spriggs
(Signature of Secured Party)ERNEST W. SPRIGGS
Type or Print Above Signature on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Susan H. CohenAddress 1112 River Bay Rd. Annapolis MD. 21401

2. SECURED PARTY

Name NORWEST FINANCIALAddress 248 DEFENSE ST, ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 3/23/96

4. This financing statement covers the following types (or items) of property: (list)

1 Equalizer water system

RECORDED FEE 11.00

POSTAGE .50

#367480 0060 R01 T10:14

04/24/92



MARY M. ROSE

30 CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)Susan H. Cohen

(Signature of Debtor)

SUSAN H. COHEN

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Ernest W Spriggs

(Signature of Secured Party)

ERNEST W SPRIGGS

Type or Print Above Signature on Above Line

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK

579

PAGE

542

Identifying File No. —

8/11/50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

286245

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JAMES PECK

Address 1099 Linden Tree Dr Annapolis MD 21401

2. SECURED PARTY

Name NORWEST FINANCIAL

Address 348 DEFENSE ST, ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 3/23/96

4. This financing statement covers the following types (or items) of property: (list)

1 Equalizer water cond. 2 tank

RECORD FEE 11.00

POSTAGE .50

RECEIVED 0263 R01 T10:14

04/24/92



MARY M. ROSE

MD CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☒ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

SAME AS ABOVE

- ☐ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

James P. Peck

(Signature of Debtor)

JAMES PECK

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Ernest W. Spriggs

(Signature of Secured Party)

ERNEST W. SPRIGGS

Type or Print Above Signature on Above Line

NORWEST FINANCIAL
348 DEFENSE ST, ANNAPOLIS
3/23/96

11.50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 579 PAGE 543

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 4/9/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MS CATHERINE HERBERT

Address 515 SECOND ST. ANNAPOLIS MD 21403

2. SECURED PARTY

Name NORTHWEST FINANCIAL

Address 24 B DEFENSE ST.

ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 4/9/95

4. This financing statement covers the following types (or items) of property: (list)

HUB FURNITURE, SOFA, CHAIR
MICROWAVE, VCR

RECORD FEE 11.00

POSTAGE .50

4367700 0263 R01 J10:14

BL
CLERK

04/24/92

MARY M. ROSE

33 CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

11.50
Catherine Herbert

(Signature of Debtor)

CATHERINE HERBERT

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Michael Fordy

(Signature of Secured Party)

MICHAEL FORDY

Type or Print Above Signature on Above Line

STATE OF MARYLAND

286207

1250

FINANCING STATEMENT

FORM UCC-1
BOOK 579 PAGE 544

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 4/14/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JEFFREY & LISA WISEMAN

Address 1740 WOODTREE CIR ANNAPOLIS MD 21401

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING INC.

Address 24 B DEFENSE ST ANNAPOLIS MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 4/14/96

4. This financing statement covers the following types (or items) of property: (list)

HUB FURNITURE: SOFA & LOVESEAT, CHAIR, SOFA TABLE

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

12
5
Jeffrey & Lisa Wiseman
(Signature of Debtor)

JEFFREY WISEMAN

Type or Print Above Name on Above Line

Lisa M. Wiseman
(Signature of Debtor)

LISA WISEMAN

Type or Print Above Signature on Above Line

Ernest W. Spriggs
(Signature of Secured Party)

ERNEST W. SPRIGGS

Type or Print Above Signature on Above Line



RECORD FEE

12.00

POSTAGE

.50

6367710 0263 R01 110:15

04/24/92

MARY M. ROSE

MD CO. CIRCUIT COURT

286208

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ 10,571.00

If this statement is to be recorded in land records check here. ☐

This financing statement dated February 5, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Spectrum Computer Services, Inc.

Address 795 Aquahart Road Suite 225 Glen Burnie, MD 21122

2. SECURED PARTY

Name Baystate Leasing Associates II, Inc.

Address 400-1 Totten Pond Road Waltham, MA 02154

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

RECORD FEE 11.00

4. This financing statement covers the following types (or items) of property: (list)

RECORD TAX 77.00

- (1) MAC II ci 80/4 w/Extended Keyboard
- (1) Apple 13" Color Monitor f/ci w/Cable
- (1) AppleShare Printserver
- (1) Apple One Scanner w/Cable
- (1) LPI400B Processor

POSTAGE .50

#347800 0263 001 110446

04/24/92



MARY M. ROSE

44 CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Spectrum Computer Services, Inc.

Don L. Barker
(Signature of Debtor)

Don L. Barker, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Baystate Leasing Associates II, Inc.

Christine M. Parsons
(Signature of Secured Party)

Christine M. Parsons

Type or Print Above Signature on Above Line

1100
77.50

FINANCING STATEMENT

286209

THIS FINANCING STATEMENT is presented to a Filing Officer pursuant to the Uniform Commercial Code.

- | | |
|---|---|
| 1. Borrower and Address: | 2. Secured Party and Address: |
| Maria Priola
823 Dividing Road
Severna Park, Maryland 21146 | Robert Hewitt
c/o Robert J. Brilliant, Esquire
45 Old Solomons Island Road
Annapolis, Maryland 21401 |

3. This Financing Statement covers and Debtor hereby grants to the Secured Party a security interest and all of the rights of a secured creditor under the Uniform Commercial Code in the following types of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. All of Borrower's right, title and interest in and to all shares of stock in Maria's Restaurant, Inc., and all of the right, title and interest of Maria's Restaurant, Inc., in and to that certain restaurant business known as Maria's Restaurant located at 12 Market Space in the City of Annapolis and all of the following property located therein.

B. All of the Borrower's machinery, equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements) used in or related to the conduct of Borrower's business, including but not limited to that which is described below and in any separate schedule at any time delivered by Borrower to Lender; and all proceeds and products thereof in any form whatsoever.

C. All of the inventory of the Borrower, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business, all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

D. All of Borrower's present and future accounts receivable, bank accounts, contract rights, rents, leases, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Borrower, and the books and records relating to, and the proceeds and products of the foregoing in any form whatsoever.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

RECORD FEE

11.00

210.00

POSTAGE

.50

RECORDED 001 711:15

04/24/92

ROSE

CIRCUIT COURT

BL
CLERK

11210

5. Principal amount of debt initially incurred is \$ 30,000.00.

6. This transaction is exempt from the recordation tax as it represents indemnity financing for the debt of another guaranteed by the Debtor herein.

BORROWER:

SECURED PARTY:

Maria Priola
Maria Priola

Robert Hewitt
Robert Hewitt

4/14, 1992
Date Signed by Borrower

FINANCING STATEMENT

BOOK 579 PAGE 548

THIS FINANCING STATEMENT is presented to a Filing Officer pursuant to the Uniform Commercial Code.

286210

1. Borrower and Address:

Pietro Priola and Donna L. Priola
77 Beckett Court
Arnold, Maryland 21012

2. Secured Party and Address:

Robert Hewitt
c/o Robert J. Brilliant, Esquire
45 Old Solomons Island Road
Annapolis, Maryland 21401

3. This Financing Statement covers and Debtor hereby grants to the Secured Party a security interest and all of the rights of a secured creditor under the Uniform Commercial Code in the following types of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. All of Borrower's right, title and interest in and to all shares of stock in Maria's Restaurant, Inc., and all of the right, title and interest of Maria's Restaurant, Inc., in and to that certain restaurant business known as Maria's Restaurant located at 12 Market Space in the City of Annapolis and all of the following property located therein.

12.00

.50

B. All of the Borrower's machinery, equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements) used in or related to the conduct of Borrower's business, including but not limited to that which is described below and in any separate schedule at any time delivered by Borrower to Lender; and all proceeds and products thereof in any form whatsoever.

04/24/92

ROSE

AN CO. CIRCUIT COURT

C. All of the inventory of the Borrower, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

BL
CLERK

D. All of Borrower's present and future accounts receivable, bank accounts, contract rights, rents, leases, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Borrower, and the books and records relating to, and the proceeds and products of the foregoing in any form whatsoever.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.


1250


5. Principal amount of debt initially incurred is \$ 30,000.00. ^{BOOK 579 PAGE 549}

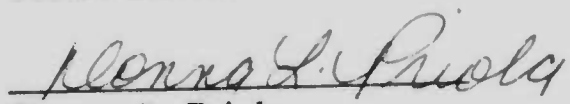
6. This transaction is exempt from the recordation tax as it represents indemnity financing for the debt of another guaranteed by the Debtor herein.

BORROWERS:

SECURED PARTY:


Pietro Priola


Robert Hewitt


Donna L. Priola

4-14-, 1992
Date Signed by Borrower

286211

FINANCING STATEMENT

BOOK 579 PAGE 550

THIS FINANCING STATEMENT is presented to a Filing Officer pursuant to the Uniform Commercial Code.

1. Borrower and Address:

Maria Priola
i/d/b/a Italian Delight
142 Harundale Mall
Glen Burnie, Maryland 21061

2. Secured Party and Address:

Robert Hewitt
c/o Robert J. Brilliant, Esquire
45 Old Solomons Island Road
Annapolis, Maryland 21401

3. This Financing Statement covers and Debtor hereby grants to the Secured Party a security interest and all of the rights of a secured creditor under the Uniform Commercial Code in the following types of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

RECORD FEE 12.00

A. All of the Borrower's machinery, equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements) used in or related to the conduct of Borrower's business, including but not limited to that which is described below and in any separate schedule at any time delivered by Borrower to Lender; and all proceeds and products thereof in any form whatsoever.

POSTAGE .50

RECEIVED NO1 711:15

04/24/92

MARY M. ROSE

B. All of the inventory of the Borrower, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

CLERK OF DISTRICT COURT

BL
CLERK

C. All of Borrower's present and future accounts receivable, bank accounts, contract rights, rents, leases, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Borrower, AND LIQUOR LICENSE and the books and records relating to, and the proceeds and products of the foregoing in any form whatsoever.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. Principal amount of debt initially incurred is \$ 30,000.00.

125

6. This transaction is exempt from the recordation tax as it represents indemnity financing for the debt of another guaranteed by the Debtor herein.

BORROWER:

SECURED PARTY:

Maria Priola

Maria Priola

i/d/b/a Italian Delight

Robert Hewitt

Robert Hewitt

4/14, 1992
Date Signed by Borrower

FINANCING STATEMENT

BOOK 579 - 552
286212

THIS FINANCING STATEMENT is presented to a Filing Officer pursuant to the Uniform Commercial Code.

1. Borrower and Address:

Pietro Priola
i/d/b/a Italian Delight
142 Harundale Mall
Glen Burnie, Maryland 21061

2. Secured Party and Address:

Robert Hewitt
c/o Robert J. Brilliant, Esquire
45 Old Solomons Island Road
Annapolis, Maryland 21401

3. This Financing Statement covers and Debtor hereby grants to the Secured Party a security interest and all of the rights of a secured creditor under the Uniform Commercial Code in the following types of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. All of the Borrower's machinery, equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements) used in or related to the conduct of Borrower's business, including but not limited to that which is described below and in any separate schedule at any time delivered by Borrower to Lender; and all proceeds and products thereof in any form whatsoever.

B. All of the inventory of the Borrower, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business, all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Borrower's present and future accounts receivable, bank accounts, contract rights, rents, leases, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Borrower, AND LIQUOR LICENSE and the books and records relating to, and the proceeds and products of the foregoing in any form whatsoever.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. Principal amount of debt initially incurred is \$ 30,000.00.

RECORD FEE 12.00
NOTES .50
JUL 13 11:16
04/24/92

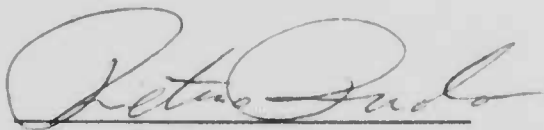
MARY H. ROSE
CLERK
BL

12
80

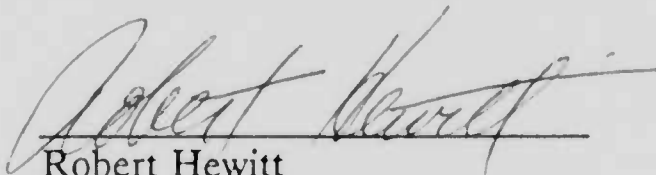
6. This transaction is exempt from the recordation tax as it represents indemnity financing for the debt of another guaranteed by the Debtor herein.

BORROWER:

SECURED PARTY:



Pietro Priola
i/d/b/a Italian Delight



Robert Hewitt

4-14-, 1992
Date Signed by Borrower

FINANCING STATEMENT

286213

THIS FINANCING STATEMENT is presented to a Filing Officer pursuant to the Uniform Commercial Code.

1. Borrower and Address:

Maria's Restaurant, Inc.
12 Market Space
Annapolis, Maryland 21401

2. Secured Party and Address:

Robert Hewitt
c/o Robert J. Brilliant, Esquire
45 Old Solomons Island Road
Annapolis, Maryland 21401

3. This Financing Statement covers and Debtor hereby grants to the Secured Party a security interest and all of the rights of a secured creditor under the Uniform Commercial Code in the following types of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. All of the Borrower's machinery, equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements) used in or related to the conduct of Borrower's business, including but not limited to that which is described below and in any separate schedule at any time delivered by Borrower to Lender; and all proceeds and products thereof in any form whatsoever.

B. All of the inventory of the Borrower, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Borrower's present and future accounts receivable, bank accounts, contract rights, rents, leases, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Borrower, AND LIQUOR LICENSE and the books and records relating to, and the proceeds and products of the foregoing in any form whatsoever.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. Principal amount of debt initially incurred is \$ 30,000.00.

115

RECORDED FEE 11.00

.50

APR 24 1992 11:16

04/24/92

ROSE

COURT

BL
CLERK

6. This transaction is exempt from the recordation tax as it represents indemnity financing for the debt of another guaranteed by the Debtor herein.

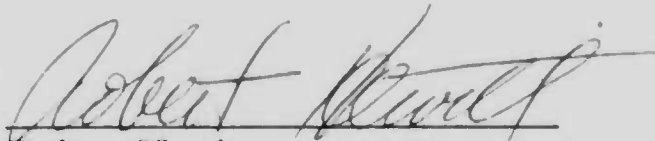
BORROWER:

SECURED PARTY:



Maria's Restaurant, Inc.

By: Pietro Priola



Robert Hewitt

4-14, 1992
Date Signed by Borrower

STATE OF MARYLAND
Anne Arundel County
FINANCING STATEMENT FORM UCC-1

BOOK 573 PAGE 556

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 10,000.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Treasure Chest Advertising Company, Inc.

Address 511 W. Citrus Edge, Glendora, CA 91740-5098 (SEE ATTACHED EXHIBIT A FOR ADDITIONAL LOCATIONS)

2. SECURED PARTY

Name Principal Mutual Life Insurance Company, for itself and as Collateral Agent for the parties listed on the attached Exhibit B

Address 711 High Street, Des Moines, Iowa 50392-0800

Murphy, WEir & Butler, Attention Alison Jenkin, Esq.
101 California Street, 39th Floor, San Francisco, CA 94111

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 25.00

TAX 70.00

POSTAGE .50

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

#348100 0263 P01 T14:02

SEE ATTACHED EXHIBIT C FOR DESCRIPTION OF COLLATERAL

Name and address of Assignee

MARY M. MOSE

AA CO. CIRCUIT COURT

BL
CLERK

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

(Signature of Debtor)

TREASURE CHEST ADVERTISING COMPANY, INC.

Type or Print Above Name on Above Line

Oral Seam

(Signature of Debtor)

Type or Print Above Signature on Above Line

John D. Clancy, Richard W. W. W.

(Signature of Secured Party)

PRINCIPAL MUTUAL LIFE INSURANCE COMPANY,
as Collateral Agent

Type or Print Above Signature on Above Line

25
70
50

EXHIBIT A

Additional Addresses of Debtor
to
UCC-1 Financing Statement

Debtor: Treasure Chest Advertising Company, Inc.

Secured Party: Principal Mutual Life Insurance Company,
for itself and as Collateral Agent for
IDS Life Insurance Company; American
Enterprise Life Insurance Company; Crown
Life Insurance Company; Canada Life Insurance
Company of America; Century Life of America;
Farm Bureau Life Insurance Company; and
FBL Insurance Company, and their respective
successors and assigns

15354 Stafford Street
City of Industry, CA 91745

3200 Pomona Boulevard
Pomona, CA 91767

1201 Shore Street
West Sacramento, CA 95691

135 North State College Blvd.
Brea, CA 92621

1155 South Amelia Avenue
Glendora, CA 91740

1470 Enea Circle, Suite 1740
Concord, CA 94520

2280 South Xanadu Way, #250
Aurora, CO 80014

3519 Silverside Road, #107
Wilmington, DE 19810

4646 South Grady Street
Tampa, FL 33611

800 Cypress Creek Road West
Fort Lauderdale, FL 33309

3271 Hamilton Boulevard, S.E.
Atlanta, GA 30354

3440 Browns Mill Road
Atlanta, GA 30354

1810 Phoenix Blvd., Suite 410
College Park, GA 30349

1100 Thorndale Avenue
Elk Grove Village, IL 60007

1931 Rohlwing Road, Suite E
Rolling Meadows, IL 60008

14720 West 99th Street
Lenexa, KS 66251

706 Giddings Avenue, #1C
Annapolis, MD 21401

Six Grove Street, Suite 100
Norwell, MA 02061

245 Benton Drive
East Longmeadow, MA 01028

5815 Clark Road, Suite B
Bath, MI 48808

1617 Broadway, N.E.
Albuquerque, NM 87102

1440 Broadway, Suite 1600
New York, NY 10018

2303 W. Meadowview Road
Suite 32
Greensboro, NC 27407

4051 Fordorf Drive
Columbus, OH 43228

8221 Brecksville Road
Building 4, Suite 103
Brecksville, OH 44141

3430 South Dixie, Suite 108
Kettering, OH 45439

6031 NE 92nd Avenue
Portland, OR 97220

7931 N.E. Halsey, Suite 212
Portland, OR 97213

400 Broad Street, Suite 106A
Sewickley, PA 15143

560 Grant Way
Upper Macunie Township, PA

6111 Woodlake Center
San Antonio, TX 98218

2401 Gateway Drive, Suite 108
Irving, TX 75063

999 West 2610 South
South Salt Lake, UT 84119

2250 South Redwood Road, #1
Salt Lake City, UT 84119

7619 Doane Drive
Manassas, VA 22110

16300 Christensen Road, #217
Seattle, WA 98188

EXHIBIT B

BOOK 579 PAGE 559

Additional Secured Parties
to
UCC-1 Financing Statement

Debtor: Treasure Chest Advertising Company, Inc.

Secured Party: Principal Mutual Life Insurance Company,
for itself and as Collateral Agent for
IDS Life Insurance Company; American
Enterprise Life Insurance Company; Crown
Life Insurance Company; Canada Life Insurance
Company of America; Century Life of America;
Farm Bureau Life Insurance Company; and
FBL Insurance Company, and their respective
successors and assigns

IDS Life Insurance Company
c/o IDS Financial Services,
Inc.
3000 IDS Tower - 10
Minneapolis, MN 55440

Farm Bureau Life Insurance
Company
5400 University Avenue
West Des Moines, IA 50265

American Enterprise Life
Insurance Company
c/o IDS Financial Services,
Inc.
3000 IDS Tower - 10
Minneapolis, MN 55440

FBL Insurance Company
5400 University Avenue
West Des Moines, IA 50265

Crown Life Insurance Company
120 Bloor Street East
Toronto, Ontario, M4W 1B8
Canada

Canada Life Insurance
Company of America
Investment Department, U-6
330 University Avenue
Toronto, Ontario, M5G 1R8
Canada

Century Life of America
Heritage Way
Waverly, IA 50677

3693/UCC07.DEH

EXHIBIT C

Description of Collateral
to
UCC-1 Financing Statement

Debtor: Treasure Chest Advertising Company, Inc.

Secured Party: Principal Mutual Life Insurance Company,
for itself and as Collateral Agent for
IDS Life Insurance Company; American
Enterprise Life Insurance Company; Crown
Life Insurance Company; Canada Life Insurance
Company of America; Century Life of America;
Farm Bureau Life Insurance Company; and
FBL Insurance Company, and their respective
successors and assigns

This financing statement covers all of Debtor's right, title and interest in, to and under the following, whether now owned by or owing to or hereafter acquired by or arising in favor of the Debtor, and whether owned or consigned by, or leased to Debtor, regardless of where located:

(i) All equipment and fixtures ("Equipment and Fixtures"), as such terms are defined in the Uniform Commercial Code, including, but not limited to, all of Debtor's now owned or hereafter acquired interest in and rights to machinery, equipment, furniture, furnishings, fixtures, leasehold improvements, tools (including, but not limited to, parts, dies and jigs), motor vehicles, rolling stock, printing presses, film processors, and all other printing equipment, trade fixtures, computers and other electronic data-processing and other office equipment, and any and all additions, improvements, substitutions, and replacements of any of the foregoing, wherever located, together with all attachments, components, parts, equipment, and accessories installed or affixed to any of the foregoing other than those items of Equipment or Fixtures identified on Schedule 2a1 to the Security Agreement dated as of April 8, 1992, by and between the Secured Parties and the Debtor, or such Security Agreement as the same may be amended from time to time, that are subject to purchase money security interests in favor of General Electric Capital Corporation and Security Pacific Credit Corporation that prohibit the Debtor from granting a security interest in such Equipment or Fixtures, unless or until such prohibition is no longer in effect due to the Debtor's payment of the debt to such purchase money lender or such prohibition is waived by such purchase money lender;

(ii) all Equipment and Fixtures leased to Debtor, provided, however, that with respect to such leased Equipment and Fixtures, the grant is only to the extent it does not in any way constitute a breach of any lease relating to such Equipment or Fixture;

(iii) any Equipment and/or Fixture purchased or acquired by Debtor upon the expiration or termination of, or the exercise of a purchase option under, a lease; and

(iv) to the extent not otherwise included, all Proceeds of the foregoing, and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing. As used herein, "Proceeds" means "proceeds," as such term is defined in the Uniform Commercial Code and, in any event, shall include (a) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Debtor from time to time with respect to any of the collateral; (b) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority); and (c) any and all other amounts from time to time paid or payable (in whatever form received, including without implied limitation, accounts, cash, chattel paper, inventory, equipment, general intangibles, or instruments or the proceeds of any of the foregoing) under or in connection with any of the collateral upon sale, lease, exchange, collection, transfer, disposition or otherwise.

STATE OF MARYLAND

286215

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here. ☐

Equipment is the Inventory

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name R & D Equipment Sales, Inc.Address P.O. Box 788, 773 Annapolis Road Gambrills, Maryland 21054

2. SECURED PARTY

Name ORIX Credit Alliance, Inc.Address P.O. Box 676, 1331A Ashton Road Hanover, Maryland 21076

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 17.00
POSTAGE .50
#424280 C489 R02 T10:15
04/24/92
MARY M. ROSE
AA CO. CIRCUIT COURT

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

BL
CLERKCHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real
estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to
be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

R & D Equipment Sales, Inc.

Donald E. Wilson, Pres.

(Signature of Debtor)

Donald E. Wilson, Pres.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ORIX Credit Alliance, Inc.

John P. White

(Signature of Secured Party)

John P. White, Asst. Oper. Manager

Type or Print Above Signature on Above Line

ORIX CREDIT ALLIANCE, INC.

300 Lighting Way

Secaucus, New Jersey 07096-1525

SECURITY AGREEMENT—MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 15th day of April, 1992

BOOK 579 PAGE 563 by and between

R & D Equipment Sales, Inc., having its principal place of business at

(Name of Mortgagor)

P.O. Box 788, 773 Annapolis Road Gambrills, Maryland 21054

(Address of Mortgagor)

ORIX Credit Alliance, Inc.

"Mortgagor", and

"Mortgagee";

[If Mortgagee named above is not ORIX Credit Alliance, Inc., Mortgagor acknowledges notice of the intended assignment hereof to ORIX Credit Alliance, Inc. (said assignee hereinafter called "Mortgagee"), and upon such Assignment, Mortgagor agrees not to assert against Mortgagee any defense, setoff, recoupment, claim or counterclaim which Mortgagor may have against the mortgagee named above and any assignee hereof prior to Mortgagee, whether arising hereunder or otherwise.]

WITNESSETH:

1. To secure the prompt payment, with interest thereon, performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures, general intangibles and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor and all proceeds and any distribution thereof and any insurance thereon (all of the foregoing hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect. Mortgagor grants Mortgagee a security interest in the Mortgaged Property to secure the Mortgage Obligations.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsements, guaranties, benefits and financial accommodations heretofore and/or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore and/or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be and/or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements and the amount due upon any notes or other obligations, given to or received by Mortgagee directly from Mortgagor or by way of assignment from any one or more third parties and whether or not presently contemplated by the parties, and for or on account of any of the foregoing, and the prompt performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee. With respect to any and all Mortgage Obligations, time is and shall be of the essence.

3. Mortgagor covenants and warrants to Mortgagee and agrees that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity of any unpaid installment of the Mortgage Obligations, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day until the Mortgage Obligations are collected by the Mortgagee in full and if all or any portion of the Mortgage Obligations be referred to an attorney for collection, a reasonable sum (equal to 20% of the unpaid amount of such Mortgage Obligations) as attorneys' fees. Any interest rate, fee or charge ("rate") charged or to be charged or provided for in any way hereunder or under any document, note or instrument given in connection with any of the Mortgage Obligations shall not in any event or contingency exceed any maximum permitted by applicable law and any such rate shall be deemed hereby amended accordingly. Any sums collected with respect to any rate in excess of any maximum, shall be applied to reduce the principal sum owing under the Mortgage Obligations. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind; Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in good repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies (each containing a standard/breach of warranty clause) acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become a part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage, Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and of mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property may be located and with any orders, ordinances, laws or statutes of any city, state or other entity having jurisdiction over the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any defects or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this Instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense, including reasonable attorneys' fees, that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the full, prompt and faithful performance of any of the terms, conditions and provisions of this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or cause the performance of such, for the account and at the sole cost and expense of Mortgagor, which (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross-claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagee. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagee's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, or if none be shown, at the last known address of Mortgagor, according to Mortgagee's records, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the exclusive venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder or with respect to the Mortgage Obligations, except with respect to any action seeking replevin of any of the Mortgaged Property. At Mortgagee's request Mortgagor will furnish current financial statements satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or become insolvent, or make an assignment for the benefit of creditors, or if proceedings under any Bankruptcy Act or for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail to punctually and faithfully fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument made by Mortgagor and then held by Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event the indebtedness under all Mortgage Obligations shall at once, at the option of Mortgagee, and to the extent permitted by applicable law, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property, at any time, wherever it may be, and to enter any premises, with or without process of law, and search for, take possession of, remove, or keep and store the Mortgaged Property on said premises until sold, without liability for trespass nor charge for storage, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect, in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale, Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. Any public sale will be deemed commercially reasonable if notice thereof shall be mailed to Mortgagor at least 10 days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale and if upon terms of 25% cash down with the balance payable within 24 hours, and any private sale shall be deemed commercially reasonable if notice thereof be mailed to Mortgagor at least 14 days before the sale date stated therein and credit given for the full price stated, less reasonable attorneys' fees. In light of Mortgagor's obligation to maintain the Mortgaged Property, Mortgagee shall not be required to refurbish, repair or otherwise incur any expenses in preparing the Mortgaged Property for sale but may sell its interest therein on an "as-is", "where-is" basis. The proceeds of any public sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including reasonable attorneys' fees (deemed to be 20% of the unpaid Mortgage Obligations) and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency plus late charges thereon as provided above. Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof. Such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the jurisdiction of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder, plus reasonable attorneys' fees, and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and effective when delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or with respect to any and all counterclaims, cross-claims, setoffs or recoupment claims.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's possession and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied, without notice to Mortgagor, partly or entirely to such of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion,

Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations shall in no event, circumstance or contingency, exceed any maximum permitted by applicable law.

7. If, after default by Mortgagor under the Mortgage Obligations, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the right of Mortgagee subsequently to make demand for immediate payment, performance and fulfillment of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose this Mortgage at any time, or to proceed otherwise, and the acceptance by Mortgagee of any payment subsequent to such default shall not be deemed a waiver of any of Mortgagee's rights. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to the original mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain, service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and thus not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST/WITNESS:

R. & D. Equipment Sales, Inc. (Seal)
Mortgagor

By

(Title)

STATE OF
COUNTY OF

Maryland
Anne Arundel

SS

Donald E. Willson

being duly sworn, deposes and says

1. He is the **President** of **R & D Equipment Sales, Inc.**
(hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.

2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.

3. Mortgagor is solvent and justly indebted to the mortgagee named in the foregoing Mortgage (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.

4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.

5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this _____ day of _____, 19____

NOTARY PUBLIC

(Notarial Seal)

STATE OF _____, COUNTY OF _____, SS:

I, _____, a Notary Public duly qualified in and for said County and State, do hereby certify that on this _____ day of _____, 19____ in (Place) _____ in said County, before me personally appeared _____ to me personally well known

(For Individual)

as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership)

and known as and to be member of the partnership of _____

and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)

to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of _____

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment; that he

knows the contents of said instrument; that he resides at _____

that he knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

NOTARY PUBLIC

SCHEDULE "A"

BOOK 579 PAGE 565

This schedule is attached to and becomes part of Security Agreement, Conditional Sales Contract, Chattel Mortgage, Lease or _____ dated April 15, 19 92 between the undersigned.

QUANTITY	DESCRIPTION OF PROPERTY (Indicate Whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Used Champion Hoist W/250' Tower Power Cord, Wall Ties and Gates	US60-2R	979803-380838
One (1)	Used Champion Personnel Hoist W/160' Tower 2 Counter Weights Base Fence, 24 Gates Car #1, S/N 581957A and Car #2 S/N 581957B	US60-2R	881957A/B
One (1)	Used Champion Hoist W/150' Tower 30 Sections of 150' Single Tower 24 Sections of 120' Double Tower And all attachments and accessories thereto.	US60-1R	1180879

This schedule is hereby verified correct and undersigned Purchaser(s), Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Secured Party/Seller/Mortgagee/Lessor:

ORIX Credit Alliance, Inc.

By: _____

Debtor/Purchaser/Mortgagor/Lessee:

R & D Equipment Sales, Inc.

By: [Signature]

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 579 Page 566
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 3/10/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

286216

Name Richard and Ana Burrell
Address 303 Silo Ridge Ct. 301 Odenton Md. 21113

2. SECURED PARTY

Name Northwest Financial Maryland
Address 1070 Ritchie Highway Suite E Glen Burnie Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 3/10/94

4. This financing statement covers the following types (or items) of property: (list)

2 TELEVISIONS
1 DAYBED PURCHASED @ HUB FURNITURE w/ POP-UP UNIT
AND 3/3 MATTRESS STYLES B6173, 66, AND 402 RESPECTIVELY

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

RECORD FEE 12.00
POSTAGE .50
#424290 C489 R02 T10:16
04/24/92
MARY M. ROSE
AA CO. CIRCUIT COURT



1200 10
11
Signature of Debtor
Type or Print Above Name on Above Line
SIGNATURE OF DEBTOR
RICHARD BURRELL
(Signature of Debtor)
PRINTED NAME
ANA BURRELL
Type or Print Above Signature on Above Line

1850
Signature of Secured Party
Type or Print Above Signature on Above Line
ARTHUR S. MONROE JR.

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 BOOK 579 PAGE 567 286175
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 4/15/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name John T. Marshall
Address 4753 Sonds Road Harwood, MD 20726

2. SECURED PARTY

Name Norwest Financial Maryland, Inc.
Address 2 Business Park Dr # 102
Waldorf, MD 20601

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1 CB 700 Drum set
1 14" Cymbal
1 16" Cymbal
1 18" Cymbal

RECORD FEE 11.00
POSTAGE .50
#424300 C489 R02 T10:16
04/24/92

MARY M. ROSE
CLERK
Circuit Court

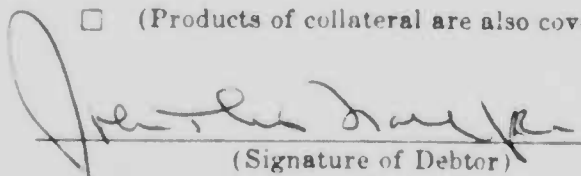
CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)


☐ (Products of collateral are also covered)

1160
53

(Signature of Debtor)

John T. Marshall
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line


(Signature of Secured Party)

Nelson March
Type or Print Above Signature on Above Line

284176

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
Consignee:
Merksamer Jewelers, Inc.
2101 Hurley Way, Suite 200
Sacramento, CA 95825
Fed Tax ID #68-0202947

2. Secured Party(ies) and address(es)
Consignor:
Michael Werdiger, Inc.
35 West 45th Street
New York, NY 10036

3. Maturity date (if any):

For Filing Officer (Date, Time,
Number, and Filing Office)

RECORD FEE 13.00
POSTAGE .50
#424310 C489 R02 T10:17
04/24/92

MARY M. ROSE
AA CO. CIRCUIT COURT

4. This financing statement covers the following types (or items) of property:

CONSIGNED GOODS DESCRIBED IN ANNEX 1 ATTACHED HERETO
AND MADE A PART HEREOF.

Recordation Tax does not apply.
Notice Purposes only - No Security Interest.

5. Assignee(s) of Secured Party and
Address(es)

Anne Arundel County, MD
12-01-92
244513-6

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

ANNE ARUNDEL COUNTY, MD

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

J. MARK KEMPTON, CFO

ALAN F. KLEINBERG, V.P.

By:

Signature(s) of Debtor(s)

CFO

Title

By:

Signature(s) of Secured Party(ies)

VP

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

13-50

ANNEX 1
TO
UCC-1 Financing Statement

Consignee: Merksamer Jewelers, Inc.
Consignor: Michael Werdiger, Inc.
Continuation of Item 4:

BOOK 579 PAGE 569

This Financing Statement is filed to comply with the provisions of Sections 9114 and 2326(3) (c) of the Uniform Commercial code with respect to the following described goods (the "Consigned Merchandise") to be delivered by Michael Werdiger, Inc. ("Consignor"), "on consignment" or "on memorandum," to Merksamer Jewelers, Inc. ("Consignee") pursuant to the terms of that certain Consignment Agreement dated April 1, 1992 between Consignor and Consignee, as the same may be amended.

The Consigned Merchandise consists of (1) diamond jewelry items set in 14 or 18 karat gold bearing the mark "INC" or "I.N.C." or "MWI" or "*MWI*" and (2) loose diamonds as more particularly described on a certificate as to each such diamond issued by an independent gemological laboratory, which are delivered by Consignor to Consignee at any of the locations listed in Schedule A attached hereto and incorporated herein by this reference or at any other location under the dominion or control of Consignee or any subsidiary, affiliate, agent, representative or other "doing business as" name or division of Consignee.

The proceeds of the Consigned Merchandise (including accounts receivable arising from the sale thereof) other than specifically identifiable cash proceeds are not covered by this Financing Statement.

MARYLAND

SCHEDULE A
STORE LISTINGS 579 PAGE 570

Glen Burnie
Marley Station
7900 Governor Ritchie Hwy
Space A-211
Glen Burnie, MD 21061 (Anne Arundel)

Gaithersburg
Lake Forest Mall
701 Russell Ave. SP E-107
Gaithersburg, MD 20877 (Montgomery)

Bethesda
Montgomery Mall
7101 Democracy Blvd. SP 2214
Bethesda, MD 20817 (Montgomery)

286177

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any)
1 Debtor(s) (Last Name First) and address(es) Harco Auto Paint Supply Inc. 512-2 Crain Hwy. Glen Burnie, MD 21061	2 Secured Party(ies) and address(es) Alan Acceptance Corporation 80 West Bowery, Ste. 301 Akron, OH 44308	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #424320 C489 R02 T10:19 04/24/92 MARY M. ROSE AA CO. CIRCUIT COURT
4 This financing statement covers the following types (or items) of property: Equipment as Listed on Schedule A		5 Assignee(s) of Secured Party and Address(es) American Network Leasing Corporation P. O. Box 799010 Dallas, TX 75379-9010

This Financing Statement not subject to Recordation Tax.
Reason: Conditional Sales Contract
16398

This statement is filed without the debtor's signature to perfect a security interest in collateral (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected Check <input checked="" type="checkbox"/> if covered. <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented.	Filed with Anne Arundel County Recorder
--	---

Harco Auto Paint Supply Inc. By: <u>[Signature]</u> Signature(s) of Debtor(s)	Alan Acceptance Corporation By: <u>[Signature]</u> Signature(s) of Secured Party(ies)
---	---

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

1100
50

SCHEDULE A

Schedule forming part of Lease between Alan Acceptance Corporation, Lessor, and
Harco Auto Paint Supply Inc., Lessee, dated, 3-19-92

Lease No. 16398

- 1 AT&T 386/SX/EL
3/5" 1.44MB Floppy Drive
105MB Internal Hard Drive
2MB RAM, 16MHz Processor
- 1 AT&T VGA Color Monitor
- 1 101 Key Expanded Keyboard
- 1 External CD ROM Drive
- 1 Internal 2400 Baud Modem
- 1 Epson LX 810 Printer
- 1 Full System Cables and Connectors

- 1 Access/Color Software
PPG Data Base
MS-DOS Version 4.01
Bitcom Mode Software
PC Kwik (Power Pack)
PC Anywhere IV
QEMM

This Schedule shall hereafter form part of the aforementioned Lease.

Lessee: Harco Auto Paint Supply Inc.

By: [Signature]

Dated: 3/19/92

Lessor: Alan Acceptance Corporation

By: [Signature]

Dated: 3-27-92

10
70
1:20
4/92

T

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 579 PAGE 573 A. Co.
Identifying File No. 286178

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated March 31, 1992 presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name State of Maryland acting by and through the State Treasurer's Office on behalf of the Department of Public Safety and Correctional Services
Address Room 109, 80 Calvert Street, Annapolis, MD 21401

2. SECURED PARTY

Name Maryland National Bank, Public Finance Group
Address 6th Floor, 10 Light Street, Baltimore, MD 21202 MS/020507
Guy W. Warfield, Esq., Ober, Kaler, Grimes & Shriver, 120 East Baltimore Street, Baltimore, MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) April 1, 1997

4. This financing statement covers the following types (or items) of property: (list)

See Attached

Name and address of Assignee
Maryland National Bank, as agent for various investors
Public Finance Group, 6th Floor
10 Light Street

Baltimore, MD 21202 MS/020507

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

H. Louis Stettler, III
(Signature of Debtor)
Chief Deputy Treasurer
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

MARYLAND NATIONAL BANK

By:

(Signature of Secured Party)
Elwyn Jordan, Vice President

Type or Print Above Signature on Above Line

RECORD FEE 11.00
POSTAGE .50
#424330 C489 R02 T10:20
04/24/92
MARY M. ROSE
AA CO. CIRCUIT COURT



ATTACHMENT TO UCC-1

Debtor/Lessee: State of Maryland, acting by and through the State Treasurer's Office on behalf of the Department of Public Safety and Correctional Services

Secured Party/Lessor: Maryland National Bank

Assignee: Maryland National Bank, as agent for Investors

All kitchen equipment and other property to be acquired in connection with the renovation of the Baltimore City Jail or Baltimore City Detention Center whereby the kitchen is being expanded and tray and multi-dining area systems instituted, which kitchen equipment and other property is to be subject to that certain Baltimore City Detention Center Lease-Purchase Agreement dated as of March 31, 1992 by and between Secured Party, as Lessor, and Debtor, as Lessee, and all additions, attachments and accessions thereto and substitutions thereof, and in any proceeds (including the proceeds of any insurance policy) therefrom.

All cash and negotiable instruments from time to time comprising the Acquisition Fund, as such term is used in that certain Escrow Agreement dated as of March 31, 1992 by and between Secured Party (as Lessor), Debtor (as Lessee), and NationsBank of Virginia, N.A., as Escrow Agent.

NOT SUBJECT TO RECORDATION TAX
NOT TO BE RECORDED AMONG LAND RECORDS

ANNE ARUNDEL CO. CHATTEL RECORDS

BOOK 579 PAGE 575

FINANCING STATEMENT
UNDER
UNIFORM COMMERCIAL CODE

286179

1. Name and address of Debtor(s):

BUSINESS SYSTEMS MANAGEMENT, INC.
116 Defense Highway, Suite 101
Annapolis, Maryland 21401

2. Name and address of Secured Party:

RALPH P. RIDDLE and
PARVIN RIDDLE
924 King James Landing
Annapolis, Maryland 21403

3. This Financing Statement covers the following types of property:

Maryland National Bank Account No. 3113560,
opened in the name of Debtor, which Account is a
general intangible of Debtor.

4. The above described property is not to be affixed to real property.

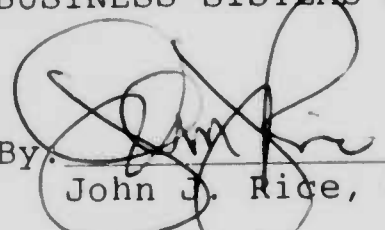
5. The collateral is not crops.

6. Cash and non-cash proceeds of collateral are covered.

7. Products of collateral are covered.

Debtor:

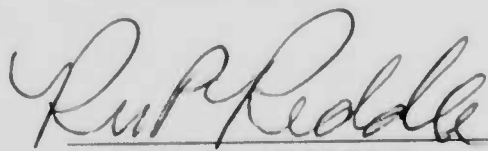
BUSINESS SYSTEMS MANAGEMENT, INC.

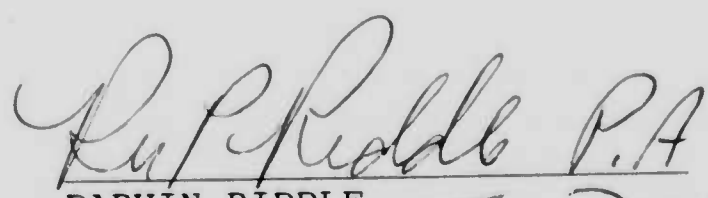
By: 
John J. Rice, President

RECORD FEE 11.00
POSTAGE .50
#424340 C489 R02 T10:21
04/24/92
MARY M. ROSE
AA CO. CIRCUIT COURT



Secured Party


RALPH P. RIDDLE

 P.A.
PARVIN RIDDLE
For PARVIN
Riddle

RETURN TO SECURED PARTY AFTER FILING

11/50

County

FINANCING STATEMENT FORM UCC-1

BOOK 579 PAGE 576

286180

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 11,500.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated April 15, 1992 is presented to a filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Conveyor Technology, Inc.
Address 231 Thelma Avenue - P. O. Box 920 - Glen Burnie, MD 21061

2. SECURED PARTY

Name Mercantile-Safe Deposit & Trust Company
Address 766 Old Hammonds Ferry Road - Linthicum, MD 21090

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property; (list)
386DX Tower Unit (Model DIK 3304) Ser #099108387, 4 MEG RAM, 105 MEG Hard Drive, 120 MEG Tape Backup Unit, 5-1/4" Disc Drive, Lantastic Network Adapter, Mitsubishi 19" Multisync Monitor, Genoa Video Card, Star NX2420 Printer, Houston Instruments Digitizer Pad, Zenicon 3600D Plotter, External Battery Backup.
386SX CPU (Model DIK 386SX) Ser #21175090, 1.2 MEG RAM, 85 MEG Hard Drive, 5-1/4" Disk Drive, 3-1/2" Disc Drive, Lantastic CPU Adapter, EGA Monitor/Card, Microdirect 2400 Modem.
(2) 286SX Biostar CPU Unit, 1.2 MEG RAM, Lantastice Network Adapter, VGA Monitor/Card.
286 Commodore PC40-111 Ser #CA1005162, 1.2 MEG RAM, 85 MEG Hard Drive, 5-1/4" Disk Drive, Lantastice Network Adapter, 2400 Modem, VGA Monitor/Card

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)
☐ (Products of collateral are also covered)

RECORD FEE 11.00
RECORD TAX 80.50
POSTAGE .50
#424350 C489 R02 T10:21
04/24/92

MARY H. ROSE
AA CO. CIRCUIT COURT

Donald W. Stevenson
(Signature of Debtor)

Donald W. Stevenson
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mark R. Breidenstein, VP
(Signature of Secured Party)

Mark R. Breidenstein, VP
Type or Print Above Signature on Above Line

FINANCING

STATEMENT

FORM 900-1

579

PAGE 577

Identifying File No.

286181

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated April 9, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name State of MarylandAddress Treasury bldg., Rm 109, 80 Calvert St., Annapolis, MD

RECORD FEE 41.00
POSTAGE .50
#424360 C489 R02 T10:22
04/24/92

MARY M. ROSE

2. SECURED PARTY

Name Maryland National BankAttn: D. Kane MS 020507Address 10 Light Street, 5th FloorBALTIMORE, Maryland 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

CIRCUIT COURT

BL
CLERK3. Maturity date of obligation (if any) April 1, 1995

4. This financing statement covers the following types (or items) of property: (list)

Certain Equipment as more particularly described on Exhibits "A" hereto acquired by Debtor pursuant to a Master Equipment Lease-Purchase Agreement dated April 1, 1992, and Equipment Schedules Nos. 1 thru 4 inclusive, each dated as of April 9, 1992, by and between Debtor and Secured Party, together with all repairs, replacements, of modifications to such Equipment and insurance or other proceeds thereof.

Name and address of Assignee

Maryland National Bank
Agent
10 Light Street, 5th floor
Baltimore, Maryland 21202

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

H. Louis Stettler III
(Signature of Debtor)

H. Louis Stettler III

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

DATE 4/16/92 11:00
PAGES 10
DEBTORS 1
REC. TAX

RECEIVED
APR 16 AM 11 00
1992

(Signature of Secured Party)

Elwyn M. Jordan

Type or Print Above Signature on Above Line

4100

dba O.I. ANALYTICAL
P.O. BOX 2980, 151 GRAHAM ROAD
COLLEGE STATION, TEXAS 77841-2980
409-690-1711 FAX: (409) 690-0440

WE APPRECIATE YOUR BUSINESS, AND
WE LOOK FORWARD
TO THE OPPORTUNITY OF SERVING YOU
AGAIN.

INVOICE PAGE
53141 1

SOLD TO:

MARYLAND DEPT OF AGRIC
STATE CHEMIST SECTION
50 HARRY S TRUMAN PKWY
ANNAPOLIS
MD 21401

SHIP TO:

MARYLAND DEPT OF AGRIC
RECEIVING
50 HARRY S TRUMAN PKWY
ANNAPOLIS
MD 21401

DATE
1/30/92

INVOICE

578 PAGE 578

SHIP VIA

ORDER NO.

SLS NO.

REFERENCE NO.

TERMS

1- 483600 FEES

C050677

10302

P66251

NET 30 DAYS

ITEM NUMBER

DESCRIPTION

U/M

QTY. SHIPPED

UNIT PRICE

AMOUNT

185884	CONTACT: DOROTHY GAINES TEL#: (301)225-4611 QUOTE#: GC-7588 FOB DESTINATION PER BID# Q66251 FED TAX ID# 73-0728053	EA	1.000	6,320.000	6,320.00
186445	GC-HP5890A MAINFRAME	EA	1.000	790.000	790.00
188185	OPT-HP100 PACKED PORT	EA	1.000	14,244.000	14,244.00
187716	OPT-OI 019 ADD 4430/4420	EA	1.000	465.000	465.00
198291	OPT-HP260 ANALOG INPUT PCB	EA	1.000	920.000	920.00
208454	OPT-HP580 HP3365 INTFC	EA	1.000		NO CHARGE
208892	OPT-HP3365S CHEMSTATION	EA	1.000		NO CHARGE
208884	OPT-HP G1030A DOS CHEMSTA HDW	EA	1.000	9,250.000	9,250.00
208843	OPT-HP G120XA 710 HP1B INTFC	EA	1.000		NO CHARGE
201459	OPT-HP ABA LOCALIZATION OPT	EA	1.000		NO CHARGE
200634	OPT-HP3365 SFTWR G1201A	EA	1.000	2,995.000	2,995.00
208827	OPT-HP G120XA AA9 5.25 IN DISK	EA	1.000		NO CHARGE
208868	OPT-HP335 LASERJET III 33449A	EA	1.000	2,450.000	2,450.00
189274	WARR-EXTND HP M48	EA	9.000	234.000	2,106.00

CONTINUED

WEIGHT
NET SALES
TRADE DISCOUNT

MISC. CHARGES
TAXES
TERMS DISCOUNT

AMOUNT DUE

SEE REVERSE FOR TERMS

dba O.I. ANALYTICAL
P.O. BOX 2980, 151 GRAHAM ROAD
COLLEGE STATION, TEXAS 77841-2980
409-690-1711 FAX: (409) 690-0440

SOLD TO:

MARYLAND DEPT OF AGRIC
STATE CHEMIST SECTION
50 HARRY S TRUMAN PKWY
ANNAPOLIS
MD 21401

WE APPRECIATE YOUR BUSINESS, AND
WE LOOK FORWARD
TO THE OPPORTUNITY OF SERVING YOU
AGAIN.

SHIP TO:

MARYLAND DEPT OF AGRIC
RECEIVING
50 HARRY S TRUMAN PKWY
ANNAPOLIS
MD 21401

INVOICE PAGE

53141 2

DATE

1/30/92

INVOICE

BOOK 579 PAGE 579

CUST. NO.

SHIP VIA

ORDER NO.

SLS NO.

REFERENCE NO.

TERMS

1 483600 FEES

C050677

10302 P66251

NET 30 DAYS

ITEM NUMBER

DESCRIPTION

U/M

QTY. SHIPPED

UNIT PRICE

AMOUNT

200824
194019
198077
999988

ACCY-UPGD PKG RS232 4460A
INSTALL-IN-FIELD GC, 01
SVC-000-025 MILES
A DISCOUNT
ZONE 1

EA
EA
EA
EA
EA

1.000
1.000
1.000
1.000-
1,896.700

500.000
675.000
140.000
1,896.700

500.00
675.00
140.00
1,896.70-

185884 S# 3140A39044

188185 S# A203184 4430

188185S S# P2217

188185L S# 7885

188185 S# 91-580 4420

188185R S# 3117E

188185C S# 2275

A - ALLOWANCE ADJUSTMENT

RECEIVED
FEB 4 1992

WEIGHT

NET SALES

TRADE DISCOUNT

STATE OF MARYLAND

MISC. CHARGES

TAXES

TERMS DISCOUNT

AMOUNT DUE

CONTINUED

SEE REVERSE FOR TERMS

COLUMBIAN

dba O.I. ANALYTICAL
P.O. BOX 2980, 151 GRAHAM ROAD
COLLEGE STATION, TEXAS 77841-2980
409-690-1711 FAX: (409) 690-0440

WE APPRECIATE YOUR BUSINESS, AND
WE LOOK FORWARD
TO THE OPPORTUNITY OF SERVING YOU
AGAIN.

INVOICE PAGE

53141 3

SOLD TO:

MARYLAND DEPT OF AGRIC
STATE CHEMIST SECTION
50 HARRY S TRUMAN PKWY
ANNAPOLIS
MD 21401

SHIP TO:

MARYLAND DEPT OF AGRIC
RECEIVING
50 HARRY S TRUMAN PKWY
ANNAPOLIS
MD 21401

DATE

1/30/92

INVOICE

579 PAGE 580

BOOK

CUST. NO.

SHIP VIA

ORDER NO.

SLS NO.

REFERENCE NO.

TERMS

1 - 483600 FEES

C050677

10302 P66251

NET 30 DAYS

ITEM NUMBER

DESCRIPTION

U/M

QTY. SHIPPED

UNIT PRICE

AMOUNT

VGA COLOR KR14135255

PC S# 3137A12355

208868 S# 3126A98061

WEIGHT

NET SALES

TRADE DISCOUNT

270.0
38,958.30

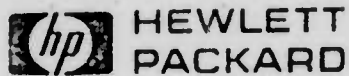
MISC. CHARGES
TAXES

TERMS DISCOUNT

AMOUNT DUE

38,958.30
36,852.2

SEE REVERSE FOR TERMS



PAGE: 1 OF 3

INVOICE 579 581
6G82212

REMIT TO: HEWLETT-PACKARD P.O. BOX 7777-W8770 PHILADELPHIA PA 19175-8770	ORDER DATE 12/13/91	INVOICE DATE 02/14/92	DUE DATE 03/15/92	PAYMENT TERMS NET/30	HP ORDER NO 448804456001
CUSTOMER PURCHASE ORDER NUMBER P66253		DUNS: FEDERAL EIN: 94-1081436			

INVOICE TO:
MARYLAND STATE
AGRICULTURE DEPT
50 HARRY S. TRUMAN PKWY
ANNAPOLIS MD 21401-7035

INQUIRIES TO:
HEWLETT-PACKARD COMPANY
EASTERN SALES REGION
2 CHOKE CHERRY RD
FED ID 94-108436
ROCKVILLE MD 20850
PHONE (301) 258-8098

SUMMARY:
ITEMS TOTAL: \$53707.00
DISCOUNT: \$1949.56-
INVOICE SUB-TOTAL: \$51757.44

INVOICE TOTAL: \$51757.44

ITEM	PRODUCT	DESCRIPTION	QTY	UM	UNIT PRICE	AMOUNT
------	---------	-------------	-----	----	------------	--------

SHIP TO:
MARYLAND STATE
AGRICULTURE DEPT
50 HARRY S. TRUMAN PKWY
ANNAPOLIS MD 21401
M/F WARREN BONTONYAN 301-841-2721
P66253

0100	1090M CONSISTING OF:	HP 1090 Series M SERIAL # 3151A03456, BOX # 511230 SERIAL # , BOX # 511230 SERIAL # , BOX # 511230 SERIAL # , BOX # 511230 SERIAL # , BOX # 511230 SERIAL # , BOX # 511230 SERIAL # , BOX # 511230 SERIAL # , BOX # 511230 SERIAL # , BOX # 511230 SERIAL # , BOX # 511230 SERIAL # , BOX # 511230 SERIAL # , BOX # 511230 SERIAL # , BOX # 511230 SERIAL # , BOX # 511230 SERIAL # , BOX # 511230 SERIAL # , BOX # 511230 SERIAL # , BOX # 511230 SERIAL # , BOX # 511230 SERIAL # 2926A02848, BOX # 511230 SERIAL # 2623A03057, BOX # 511230 SERIAL # , BOX # 511230 SERIAL # , BOX # 511230 SERIAL # , BOX # 511230 SERIAL # 3151A00626, BOX # 511230 SERIAL # 3151A00626, BOX # 511230 SERIAL # , BOX # 511230 SERIAL # , BOX # 511230	1 EA	8370.00	8370.00
05	PROMOTION DISCOUNT		1 EA	1255.50-	1255.50-
OPTION:903	Power Cord US/Canada		1 EA	.00	.00
OPTION:034	PV5 SDS		1 EA	9150.00	9150.00
05	PROMOTION DISCOUNT		1 EA	1372.50-	1372.50-
OPTION:044	Variable Volume Injector		1 EA	6200.00	6200.00

INVOICE RECEIVED AT:
FISCAL SERVICES

FEB 18 1992

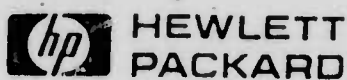
GOODS OR SERVICES
DELIVERED ON: (DATE)

PLEASE SEND INVOICE COPY OR REFER TO INVOICE NUMBER 6G82212 AND REMIT CONTINUED

Please pay on this invoice if an amount is due. No statement will be issued.

ORIGINAL

SELLER REPRESENTS THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF



PAGE: 2 OF 3

BOOK 579 PAGE 582
INVOICE 6G82212

REMIT TO: HEWLETT-PACKARD P.O. BOX 7777-W8770 PHILADELPHIA PA 19175-8770	ORDER DATE	INVOICE DATE	DUE DATE	PAYMENT TERMS	HP ORDER NO
	12/13/91	02/14/92	03/15/92	NET/30	448804456001
CUSTOMER PURCHASE ORDER NUMBER P66253		DUNS: FEDERAL EIN: 94-1081436			

INVOICE RECEIVED AT
FISCAL SERVICES
FEB 18 1992
GOODS OR SERVICES
DELIVERED ON: (DATE)

ITEM	PRODUCT	DESCRIPTION	QTY	UM	UNIT PRICE	AMOUNT
05		PROMOTION DISCOUNT	1	EA	930.00-	930.00-
	OPTION:048	Autosampler	1	EA	2230.00	2230.00
05		PROMOTION DISCOUNT	1	EA	334.50-	334.50-
	OPTION:045	250ul Kit	1	EA	290.00	290.00
05		PROMOTION DISCOUNT	1	EA	43.50-	43.50-
	OPTION:050	Heated Column Compartment	1	EA	1350.00	1350.00
05		PROMOTION DISCOUNT	1	EA	202.50-	202.50-
	OPTION:083	Diode Array Detector Series II	1	EA	8340.00	8340.00
05		PROMOTION DISCOUNT	1	EA	1251.00-	1251.00-
	OPTION:084	High Sensitivity Cell II	1	EA	700.00	700.00
05		PROMOTION DISCOUNT	1	EA	105.00-	105.00-
41		INSTALLATION CHARGE	1	EA	1380.00	1380.00
42		SERVICE CONTRACT	12	EA	299.00	3588.00
	DISCOUNT FOR 0100	(4.0%)				1245.42-
	PRICE FOR 0100					34858.08
	SHIPPED VIA:	APA				
		SHIP DATE:02/13/92 B/L NUMBER: 6212759				
0200	79994A	HPLC ChemStation	1	EA	.00	.00
	CONSISTING OF:	SERIAL # 2925A02171, BOX # 511240				
		SERIAL # , BOX # 511240				
		SERIAL # 2944A63023, BOX # 511240				
		SERIAL # 6213A65033, BOX # 511240				
		SERIAL # , BOX # 511240				
		SERIAL # 2732A44789, BOX # 511240				
		SERIAL # , BOX # 511240				
		SERIAL # 3040A73596, BOX # 511240				
	OPTION:903	Power Cord for USA and Canada (115V)	1	EA	.00	.00
	OPTION:135	2 MB Color Version	1	EA	9960.00	9960.00
05		PROMOTION DISCOUNT	1	EA	1494.00-	1494.00-
	OPTION:240	40MB Mass Storag	1	EA	3030.00	3030.00
05		PROMOTION DISCOUNT	1	EA	454.50-	454.50-
	OPTION:365	PaintJet Printer	1	EA	1580.00	1580.00
05		PROMOTION DISCOUNT	1	EA	237.00-	237.00-
	DISCOUNT FOR 0200	(4.0%)				495.38-
	PRICE FOR 0200					11889.12
	SHIPPED VIA:	APA				
		SHIP DATE:02/13/92 B/L NUMBER: 6212759				

PLEASE SEND INVOICE COPY OR REFER TO INVOICE NUMBER 6G82212 AND REMIT CONTINUED

Please pay on this invoice if an amount is due. No statement will be issued. ORIGINAL

SELLER REPRESENTS THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF



HEWLETT
PACKARD

PAGE: 3 OF 3

BOOK 579 PAGE 583
INVOICE 6G82212

REMIT TO:

HEWLETT-PACKARD
P.O. BOX 7777-W8770
PHILADELPHIA

PA 19175-8770

ORDER
DATE

12/13/91

INVOICE
DATE

02/14/92

DUE
DATE

03/15/92

PAYMENT
TERMS

NET/30

HP
ORDER NO

448804456001

DUNS:

FEDERAL EIN: 94-1081436

CUSTOMER PURCHASE ORDER NUMBER

P66253

ITEM	PRODUCT	DESCRIPTION	QTY UM	UNIT PRICE	AMOUNT
------	---------	-------------	--------	------------	--------

0300 79989A
CONSISTING OF:

Foreground/Background Software
SERIAL # 3207A01669, BOX # 511240
SERIAL # , BOX # 511240
SERIAL # , BOX # 511240
SERIAL # , BOX # 511240
SERIAL # , BOX # 511240
SERIAL # , BOX # 511240
SERIAL # , BOX # 511240
SERIAL # , BOX # 511240
SERIAL # , BOX # 511240
SERIAL # , BOX # 511240
SERIAL # , BOX # 511240
SERIAL # , BOX # 511240
SERIAL # , BOX # 511240
SERIAL # , BOX # 511240

1 EA 4500.00 4500.00

INVOICE RECEIVED AT:
FISCAL SERVICES

FEB 19 1992

GOODS OR SERVICES
DELIVERED ON: (DATE)

OPTION:630

DISCOUNT FOR 0300
PRICE FOR 0300

SHIPPED VIA:

PROMOTION DISCOUNT

Software supplied on 3.5" Floppy Disk.

(4.0%)

APA

SHIP DATE:02/13/92 B/L NUMBER: 6212759

1 EA 675.00- 675.00-

1 EA .00 .00

153.00-
3672.00

0400 79997A
CONSISTING OF:

Color View Software
SERIAL # 3207A02185, BOX # 511240
SERIAL # , BOX # 511240
SERIAL # , BOX # 511240
SERIAL # , BOX # 511240
SERIAL # , BOX # 511240
SERIAL # , BOX # 511240
SERIAL # , BOX # 511240
SERIAL # , BOX # 511240

1 EA 1640.00 1640.00

05

OPTION:630

DISCOUNT FOR 0400
PRICE FOR 0400

SHIPPED VIA:

PROMOTION DISCOUNT

Software supplied on 3.5" Floppy Disk

(4.0%)

APA

SHIP DATE:02/13/92 B/L NUMBER: 6212759

1 EA 246.00- 246.00-

1 EA .00 .00

55.76-
1338.24

TAX TOTAL: RESALE OR CUSTOMER CLAIMED EXEMPTION
INVOICE TOTAL:

0.00
~~51757.44~~
48,169.44 JML

PLEASE SEND INVOICE COPY OR REFER TO INVOICE NUMBER 6G82212 AND REMIT

~~51757.44~~

48,169.44 JML

Please pay on this invoice if an amount is due. No statement will be issued.

ORIGINAL

SELLER REPRESENTS THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF

XEROX

ROX

Customer Information

XEROX CORPORATION
MAJOR ACCTS 9TH FL
1616 N FORT MYER DR
ARLINGTON VA 22209

THE EASY WAY
TO ORDER SUPPLIES
CALL OUR TOLL
FREE NUMBER
1-800-822-2200


G-297597P
Purchase Order Number

MAR 15 1992

Special Reference
011066302
Contract Number

STATE TREASURER'S OFFICE

NET 30 DAYS

Telephone 703-247-6800
Please Direct Inquiries To: 
Ship To/Installed At:

ESCN 095946075

Bill To:

STATE OF MARYLAND
STATE TREASURER
GOLDSTEIN TREAS BLDG
80 CALVERT ST
ANNAPOLIS MD
21401

03-09-92
Invoice Date
032364117
Invoice Number
000107680
Customer Number

CHESAPEAKE BIOLOGICA
LAB
ADMIN BLDG
#1 WILLIAM ST
SOLOMONS MD
20688

SALE OF 5028ZT ZOOM COPIER
FOR SER.# 68H-540681

LESS SALE CREDIT

SUB TOTAL

TOTAL

4,235.00
565.00CR
3,670.00
3,670.00

Invoice

TOTAL WARRANTY - 48 MONTHS
ORDER NUMBER 746845 CML - C2

INSTALLATION DATE 03-03-92
ORDER DATE 02-06-92

PLEASE INITIATE AN AMENDMENT OR RENEWAL FOR YOUR EXPIRED
PURCHASE ORDER G-297597P

XEROX FEDERAL IDENTIFICATION #16-046-8020

Refer Questions & Correspondence to Above Inquiry Address.

PLEASE DETACH THE "PAYMENT" PORTION AND RETURN WITH YOUR REMITTANCE

SEND PAYMENT TO:

Ship To/Installed At:

CHESAPEAKE BIOLOGICA
LAB
ADMIN BLDG
#1 WILLIAM ST
SOLOMONS MD
20688

Bill To:

STATE OF MARYLAND
STATE TREASURER
GOLDSTEIN TREAS BLDG
80 CALVERT ST
ANNAPOLIS MD
21401

XEROX CORPORATION
THE GATEWAY CENTRE
XEROX SQUARE-870-87L
ROCHESTER, N.Y. 14664

When Paying Electronically See Reverse Side

Payment

For Xerox Use Only

00-495-9391 4 000107680 032364117 03-09-92
S0002389-1
05 2TA2 21L2 802837002 S 746845 2195 0 070N C
202100008070060 0323641175 0303670001 200010768066
-00010768060

PLEASE PAY
THIS AMOUNT

\$3,670.00
68H540681H-05-NP-2N10-0
3S UU NP

Invoice Amount

Customer Information

XEROX CORPORATION
MAJOR ACCTS 9TH FL
1616 N FORT MYER DR
ARLINGTON VA 22209


THE EASY WAY
TO ORDER SUPPLIES
CALL OUR TOLL
FREE NUMBER
1-800-822-2200

G-297597P
Purchase Order Number

Page 585
MAR 15 1992

Special Reference
011066302
Contract Number

STATE TREASURER'S OFFICE

Telephone 703-247-6800
Please Direct Inquiries To: 
Ship To/Installed At:

ESCN 095946075

NET 30 DAYS
Terms Of Payment

CHESAPEAKE BIOLOGICA
LAB
ADMIN BLDG
#1 WILLIAM ST
SOLOMONS MD
20688

Bill To:

STATE OF MARYLAND
STATE TREASURER
GOLDSTEIN TREAS BLDG
80 CALVERT ST
ANNAPOLIS MD
21401

03-09-92
Invoice Date

032364117
Invoice Number

000107680
Customer Number

SALE OF 5028ZT ZOOM COPIER
FOR SER.# 68H-540681 4,235.00
LESS SALE CREDIT 565.00CR
SUB TOTAL 3,670.00
TOTAL 3,670.00

Invoice

TOTAL WARRANTY - 48 MONTHS
ORDER NUMBER 746845 CML - C2

INSTALLATION DATE 03-03-92
ORDER DATE 02-06-92

PLEASE INITIATE AN AMENDMENT OR RENEWAL FOR YOUR EXPIRED
PURCHASE ORDER G-297597P

XEROX FEDERAL IDENTIFICATION #16-046-8020

PLEASE DETACH THE "PAYMENT" PORTION AND RETURN WITH YOUR REMITTANCE

Refer Questions & Correspondence to Above Inquiry Address.

Payment

Ship To/Installed At:

Bill To:

SEND PAYMENT TO:

CHESAPEAKE BIOLOGICA
LAB
ADMIN BLDG
#1 WILLIAM ST
SOLOMONS MD
20688

STATE OF MARYLAND
STATE TREASURER
GOLDSTEIN TREAS BLDG
80 CALVERT ST
ANNAPOLIS MD
21401

XEROX CORPORATION
THE GATEWAY CENTRE
XEROX SQUARE-870-87L
ROCHESTER, N.Y. 14664

When Paying Electronically See Reverse Side

Invoice Amount

For Xerox Use Only

00-495-9391 4 000107680 032364117 03-09-92
S0002389-1
05 2TA2 21L2 802837002 S 746845 2195 0 070N C

PLEASE PAY

THIS AMOUNT

\$3,670.00

68H540681H-05-NP-2N10-0
3S UU NP

202100008070060 0323641175 0303670001 200010768066

XEROX

Customer Information


XEROX CORPORATION
MAJOR ACCTS 9TH FL
1616 N FORT MYER DR
ARLINGTON VA 22209

THE EASY WAY
TO ORDER SUPPLIES
CALL OUR TOLL
FREE NUMBER
1-800-822-2200

G-297597P
Purchase Order Number 579 PAGE 586

Special Reference

011066302
Contract Number

Telephone 703-247-6800
Please Direct Inquiries To: 

ESCN 095946075

NET 30 DAYS

Terms Of Payment

Ship To/Installed At:

Bill To:

CHESAPEAKE BIOLOGICA
LAB
ADMIN BLDG
#1 WILLIAM ST
SOLOMONS MD
20688

STATE OF MARYLAND
STATE TREASURER
GOLDSTEIN TREAS BLDG
80 CALVERT ST
ANNAPOLIS MD
21401

03-09-92
Invoice Date

032364118
Invoice Number

000107680
Customer Number

SALE OF 5034ZTAS COPIER

FOR SER.# 79H-406126 7,020.00

LESS SALE CREDIT

800.00CR

SUB TOTAL 6,220.00

TOTAL 6,220.00

Invoice

TOTAL WARRANTY - 48 MONTHS
ORDER NUMBER 746845 CML - C2

INSTALLATION DATE 03-03-92
ORDER DATE 02-06-92

PLEASE INITIATE AN AMENDMENT OR RENEWAL FOR YOUR EXPIRED
PURCHASE ORDER G-297597P

XEROX FEDERAL IDENTIFICATION #16-046-8020

PLEASE DETACH THE "PAYMENT" PORTION AND RETURN WITH YOUR REMITTANCE

Refer Questions & Correspondence to Above Inquiry Address.

Payment

Ship To/Installed At:

Bill To:

SEND PAYMENT TO:

CHESAPEAKE BIOLOGICA
LAB
ADMIN BLDG
#1 WILLIAM ST
SOLOMONS MD
20688

STATE OF MARYLAND
STATE TREASURER
GOLDSTEIN TREAS BLDG
80 CALVERT ST
ANNAPOLIS MD
21401

XEROX CORPORATION
THE GATEWAY CENTRE
XEROX SQUARE-870-87L
ROCHESTER, N.Y. 14664

When Paying Electronically See Reverse Side

For Xerox Use Only

Invoice Amount

00-495-9391 4 000107680 032364118 03-09-92 THIS AMOUNT \$6,220.00
S0002390-1 79H406126H-05-NP-2N10-0
05 2TA2 21L2 802837001 S 746845 2195 0 070N C 3S UU NP

202100008070060 0323641184 0306220005 200010768060

STATE OF MARYLAND

BOOK 570 PAGE 587

Anne Arundal County

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 284134

RECORDED IN LIBER 570 FOLIO 114 ON September 17, 1991 (DATE)

1. DEBTOR

Name U.S. Home Corporation

Address 1800 West Loop South, Houston, Texas 77027

2. SECURED PARTY

Name General Electric Capital Corporation

Address Two Galleria Tower, 13455 Noel Road, Suite 1750
Dallas, Texas 74240

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
(Indicate whether amendment, termination, etc.)

Amendment

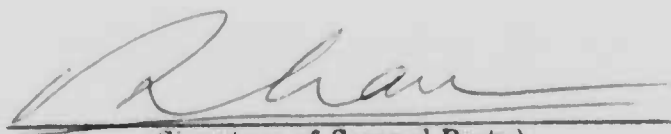
Effective as of April 15, 1992, the following entities no longer constitute debtors under this financing statement:

U.S. Home Mortgage Corporation
U.S. Home Mortgage Credit Corporation
USHAC, Inc.
USH I Corporation

RECORD FEE 10.00
POSTAGE .50
#424370 C489 R02 T10:32
04/24/92
MARY M. ROSE
AA CO. CIRCUIT COURT



Dated April 15, 1992


(Signature of Secured Party)
General Electric Capital Corporation
Type or Print Above Name on Above Line

10-10

BOOK 579 PAGE 588

286182

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)
ROBERT L. BELL DBA BOB BELL FORD 7125 RITCHIE HWY GLEN BURNIE MD 21061	GE CAPITAL 101 WEST COATES MOBERLY MO 65270

3. Maturity date (if any):

For Filing Officer
(Date, Time, Number, and Filing Office)

RECORD FEE 12.00
POSTAGE .50
#424440 C489 R02 T10:44
04/24/92
MARY M. ROSE
AA CO. CIRCUIT COURT

4. This financing statement covers the following types (or items) of property:

NOT SUBJECT TO RECORDATION TAX. TRUE LEASE

NUMBER	MODEL NO	SERIAL NO	DESCRIPTION
2	CD-2000	893&906B	KEY ACCESS MODULE
1	LX-810	05129	EPSON PRINTER
1	QVT-31	08002	QUME CRT

92021940

5. Assignee(s) of Secured Party and Address(es)

BL
CLERK

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered: ☒ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

ROBERT L. BELL DBA BOB BELL FORD	GE CAPITAL
By: 	By: 
Signature(s) of Debtor(s)	Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1

(1) FILING OFFICER COPY - ALPHABETICAL

1200
50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 579 PAGE 589
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 286183

If transaction or transactions wholly or partially subject to recorda-
tion tax indicate amount of taxable debt here. \$If this statement is to be recorded
in land records check here. ☐This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.1. ~~XXXXXX~~ LESSEE:

Name R.E.P.G., INC. T/A: HAPPY DAYS

Address 1641 RT 3 North, Crofton, MD 21114

2. SECURED PARTY LESSOR:

Name CENTURY EQUIPMENT LEASING CORPORATION

Address 607E N. Easton Road, Willow Grove, PA 19090

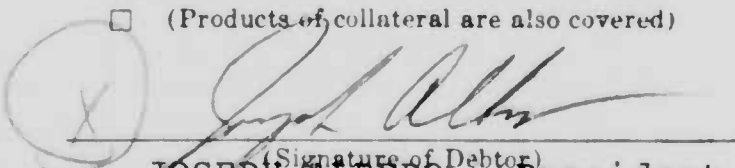
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

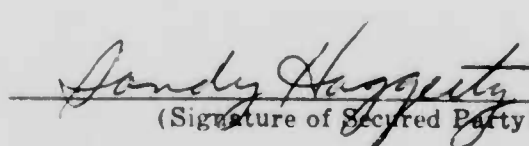
(1) ElectroFreeze Soft Serve Machine #55TF S/N:
CU772Name and address of Assignee
CONTINENTAL BANK
16th & Locust St.- 3rd. Fl.
Philadelphia, PA 19102"THIS FINANCING STATEMENT IS BEING FILED FOR NOTICE PURPOSES AND
IS NOT INTENDED TO CONVERT THE LEASE INTO A SECURITY AGREEMENT.""THIS FINANCING STATEMENT IS FILED PURSUANT TO SECTION
9-408 OF THE UNIFORM COMMERCIAL CODE."CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)X

JOSEPH ALBERO - President
R.E.P.G., INC. T/A: HAPPY DAYS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line


Asst. Secy.
(Signature of Secured Party)
CENTURY EQUIPMENT LEASING CORPORATION
Type or Print Above Signature on Above LineRECORD FEE 12.00
POSTAGE .50
#424680 C489 R02 T11:2.
04/24/9.
MARY M. ROSE
AA CO. CIRCUIT COURTBL
CLERK

1200

BOOK 579 PAGE 590

286184

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

BOB BELL CHEVROLET/GEO/NISSAN
7900 EASTERN BOULEVARD
BALTIMORE, MD 21224

2. Secured Party(ies) and address(es)

INC GE CAPITAL
101 WEST COATES
MOBERLY, MO 65270

MAR 20 1992

For Filing Officer
(Date, Time, Number, and Filing Office)

RECORD FEE 11.00

POSTAGE .50

#424690 0489 R02 T11#24

04/24/92

MARY H. ROSE
AA CO. CIRCUIT COURT

4. This financing statement covers the following types (or items) of property:

NUMBER	MODEL NO.	SERIAL NO.	DESCRIPTION
2	CD-2000	909&908B	KEY ACCESS MODULES
1	LX-810	03780	EPSON PRINTER
1	QVT-31	08784	QUME CRT

5. Assignee(s) of Secured Party and Address(es)



NOT SUBJECT TO RECORDATION TAX. TRUE LEASE
log number 92021970

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered: ☒ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

Bob Bell Chevrolet/Geo/Nissan Inc

G E Capital

By:

Signature(s) of Debtor(s)

By:

Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1

(1) FILING OFFICER COPY - ALPHABETICAL

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 579 PAGE 591
Identifying File No. 286185

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FULL TILT MARINE, INC.

Address 6332 RICHMOND HIGHWAY, ALEXANDRIA, VA 22306

RECORD FEE 11.00
POSTAGE .50
#424870 0489 R02 T11:38
04/24/92

2. SECURED PARTY

Name TRANSAMERICA COMMERCIAL FINANCE CORPORATION

Address 2401 PLUM GROVE ROAD, SUITE 118

MARY M. ROSE
AA CO. CIRCUIT COURT

PALATINE, IL 60067

Person And Address To Whom Statement Is To Be Returned If Different From Above.

BL
CLERK

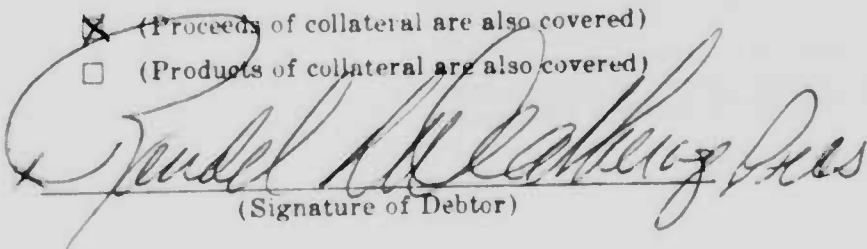
3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

UCC-Description

This financing statement covers all of the following property and interests in the following property of Debtor, whether now or hereafter existing, owned, licensed, leased, consigned, acquired or arising and wherever located: (i) inventory, accounts, chattel paper, documents, equipment, fixtures, general intangibles, all of Debtor's rights to any price protection payments, rebates, discounts, credits, factory holdbacks, incentive payments and other amounts which at any time are due Debtor with respect to any inventory, deposit accounts, certificates of deposit, and books, records, disks, and tapes, (ii) all accessions, accessories and replacements to or of the foregoing, and (iii) all proceeds and products of the foregoing.

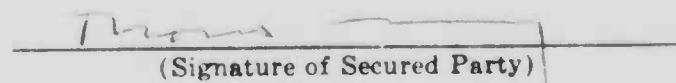
All terms used herein shall have the meanings assigned to them in the Uniform Commercial Code in effect in Illinois on the initial date of filing of this financing statement.

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line


(Signature of Secured Party)

Type or Print Above Signature on Above Line

UNIFORM COMMERCIAL CODE FORM ADDRESSES

FULL TILT MARINE, INC.
6332 Richmond Highway
Alexandria, VA 22306

FULL TILT MARINE, INC dba:
Full tilt Marine of Baltimore at
Chesapeake Yachting Center
400 Wagner Lane
Baltimore MD 21220

FULL TILT MARINE, INC. dba:
Full Tilt Marine, Inc at Oak
Cove Marine Center
2830 Solomons Island Road
Edgewater, MD 21037

FULL TILT MARINE, INC. dba:
Full Tilt Marine at
Harbour Cove Marina
5910 Vacation Lane
Deale, MD 20751

FULL TILT MARINE, INC. dba:
Unloading & Storage Location
Forestville Autobody
7970 Penn Randall Place
Upper Marlboro MD 20772


Debtor's Signature

UCC-Description

This financing statement covers all of the following property and interests in the following property of Debtor, whether now or hereafter existing, owned, leased, loaned, consigned, acquired or arising and wherever located: (i) inventory, accounts, chattel paper, documents, equipment, fixtures, general intangibles, all of Debtor's rights to any price protection payments, returns, discounts, credits, future products, licenses, payments and other amounts which at any time are due or become due to Debtor, (ii) any inventory, deposit accounts, certificates of deposit, and loans, deposits, drafts, and tapes, (iii) all accessories, accessories and replacements to or of the foregoing, and (iv) all proceeds and products of the foregoing.
All terms used herein shall have the meanings assigned to them in the Uniform Commercial Code in effect in Illinois on the initial date of filing of this financing statement.

The underlying secured transaction being publicized by this Financing Statement ☐ is ☒ is not wholly or partially subject to the Maryland Recordation Tax on the taxable principal amount of the debt: \$ _____.

MARYLAND FINANCING STATEMENT FORMTO BE RECORDED IN LAND RECORDS ☐ YES ☒ NO

CLERK OF THE CIRCUIT COURT ANNE ARUNDEL COUNTY

This Financing Statement dated 04-01-1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code Debtor(s) (Last Name First) and mailing address:

Union Network Systems, Inc.
446 Cranes Roost Court
Annapolis, MD 21401

Check the box indicating the kind of statement.
Check only one box.

- ☒ ORIGINAL FINANCING STATEMENT
☐ CONTINUATION ORIGINAL STILL EFFECTIVE
☐ AMENDMENT
☐ ASSIGNMENT
☐ PARTIAL RELEASE OF COLLATERAL
☐ TERMINATION

RECORD FEE 11.00

POSTAGE .50

#424880 C489 R02 T11:39

04/24/92

MARY M. ROSE
AA CO. CIRCUIT COURT

Name and address of Secured Party

Franklin National Bank of Washington, D.C.
1722 Eye Street, NW

Washington, DC 20006

Name and address of Assignee

Date of maturity, if any

Check if proceeds/products of collateral are covered (X)

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

All Accounts and Contract Rights; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds).

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Maryland from another jurisdiction.

Describe Real Estate if applicable:

This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
() already subject to a security interest in the state of _____ when it was brought into this state or
when the debtor's location was changed to this state, or
() which is proceeds of the original collateral described above in which a security interest was perfected.

Union Network Systems, Inc.

By: Daniel M. Grove, President

Signature of Debtor

Franklin National Bank of Washington, D.C.

Signature of Secured Party

FINANCING STATEMENT

286187

1. / / To Be Recorded in the Land Records.
2. /X / To Be Recorded among the Financing Statement Records.
3. / / Not subject to Recordation Tax.
4. /X / Subject to Recordation Tax on an Initial debt in the principal amount of \$229,062.32. The Debtor(s) certify(ies) that the Recordation Tax on the Initial debt was paid to the Circuit Court for Anne Arundel County with the filing of a Deed of Trust.

5. Debtor(s) Name(s) Address(es)

Valentine R. Bauer 1270 Fenwick Garth, Arnold, MD 21012
Frances A. Bauer

BL
CLERK
RECORD FEE 12.00

6. Secured Party Address

The First National Bank of Maryland
Attention: Richard P. Deller 18 West Street, Annapolis, Maryland 21401

POSTAGE
APR 11 1981
CIRCUIT CL

7. This Financing Statement covers the property described below and all cash and non-cash proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. All Equipment and Fixtures. All of the Debtor's equipment and fixtures, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith; (ii) all replacements thereof and substitutions therefor; and (iii) all cash and non-cash proceeds and products thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts; and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed to or is to be located on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: Valentine R. Bauer and Frances A. Bauer

Debtor(s):

Valentine R. Bauer

(SEAL)

Frances A. Bauer

(SEAL)

Return to The First National Bank of Maryland at the address set forth in paragraph 6 above.

12)

SCHEDULE "A"

BEING KNOWN AND DESIGNATED as Units A and B, in Building 2, COLLEGE PARKWAY PROFESSIONAL CENTER, a Horizontal Property Regime, as established pursuant to Declaration and By-Laws made by Woodrow S. Hancock and Cheryl L. Hancock, dated September 9, 1983 and recorded among the Land Record of Anne Arundel County, Maryland, in Liber 3633, folio 68, et seq., and pursuant to the Plats entitled "College Parkway Professional Center", described in the Declaration and recorded among the Plat Records of Anne Arundel County in Condominium Plat Book 23, folios 23 and 24, inclusive. TOGETHER with an undivided percentage interest in the common elements as set forth in said Declaration and By-Laws and subject to all rights, easements, restrictions, covenants and reservations contained therein, and as shown on said Plat referred to herein.

BEING the same property granted and conveyed from Woodrow S. Hancock and Cheryl L. Hancock, his wife, to Valentine R. Bauer and Frances A. Bauer, his wife, as tenants by the entirety, by Deed dated February 17, 1984 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 3698, folio 393 (as to Unit A); and by Deed dated December 16, 1985 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 4001, folio 9 (as to Unit B).

TO BE FILED WITH THE MONTGOMERY
COUNTY CHATTEL RECORDS.

NO TAX DUE
TO PERFECT SECURITY INTEREST
BOOK 373 PAGE 596

SECURITY AGREEMENT AND FINANCING STATEMENT

286188

(Uniform Commercial Code - Secured Transaction)

This Security Agreement and Financing Statement is presented
to a filing officer pursuant to the Uniform Commercial Code.

DEBTOR

JOHN H. SPORIDIS

ADDRESS

905 Silver Spring Avenue
Silver Spring, Maryland 20910

SECURED PARTY

BANK OF MARYLAND

ADDRESS

7126 Wisconsin Avenue
Bethesda, Maryland 20814



RECORD FEE 11.00

1. Debtor hereby grants to Secured Party a security interest in all of the property described in paragraph 3 hereof in accordance with the Uniform Commercial Code for the State of Maryland as additional security for the repayment of the indebtedness evidenced by a promissory note dated March 20, 1992 in the amount of SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00) from Eliezer H. Benbassat, Miriam Benbassat, John H. Sporidis, Ottis G. Triantis, Gus O. Triantis and Mary E. Triantis (collectively, the "Borrower") to the order of Secured Party ("Note").

STAGE .50

RECORD FEE 11.00

RECORD FEE 11.00

RECORD FEE 11.00

RECORD FEE 11.00

RECORD FEE 11.00

2. The Note is hereby incorporated by reference and is made a part hereof. Debtor agrees that in that event of (i) any default in the Note, or in any other document, agreement or instrument evidencing and/or securing the Note or executed in conjunction with the loan evidenced by the Note, or otherwise between Debtor and/or Borrower and the Secured Party, or (ii) any default in any other instrument, document or agreement ("Collateral Financing") in which Debtor has granted a security interest in the property described in paragraph 3 hereof (the "Collateral"), then such default shall constitute a default in this Security Agreement and Financing Statement ("Agreement"), entitling Secured Party to exercise any and all rights and remedies herein provided or provided under the Uniform Commercial Codes of the State of Maryland or any other applicable law, in addition to any other rights and remedies provided in the Note or in any other instrument evidencing or securing the said indebtedness. All said rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Party shall determine in his sole and absolute discretion.

3. This Agreement covers all right, title or interest of Debtor in or to any and all general or limited partnership interests in BWI/Parkway Hotel Group Limited Partnership, a Maryland limited partnership, owned by Debtor at any time during the duration of this Agreement, together with any and all rights of Debtor to receive any distributions and other proceeds, reimbursements, fees or payments, cash or otherwise, in liquidation or otherwise, as may be specified in the limited partnership agreement for said partnership or in any amendments thereto.

4. The proceeds of the Collateral are also covered.

5. Debtor agrees to notify Secured Party of any default by Debtor under any Collateral Financing within ten (10) days from and after Debtor receives notice of, or becomes aware of, such default. Debtor's failure to so notify Secured Party shall be considered a default hereunder, entitling Secured Party to all of the rights and remedies more fully described in paragraph 2 hereunder.

Date of this Security Agreement
and Financing Statement: March 20, 1992.

WITNESS:

Kathy A. Situs

DEBTOR:

John H. Sporidis

SECURED PARTY:

BANK OF MARYLAND

Kathy A. Situs

By: Peter A. Converse, V.P.

TO BE FILED WITH THE MONTGOMERY
COUNTY CHATTEL RECORDS.

NO TAX DUE
TO PERFECT SECURITY INTEREST 3/7/92

BOOK 579 PAGE 588

SECURITY AGREEMENT AND FINANCING STATEMENT

286189

(Uniform Commercial Code - Secured Transaction)

This Security Agreement and Financing Statement is presented
to a filing officer pursuant to the Uniform Commercial Code.

DEBTOR

ADDRESS

GUS O. TRIANTIS

5709 Sugarbush Lane
Rockville, Maryland 20852

SECURED PARTY

ADDRESS

BANK OF MARYLAND

7126 Wisconsin Avenue
Bethesda, Maryland 20814

1. Debtor hereby grants to Secured Party a security
interest in all of the property described in paragraph 3 hereof
in accordance with the Uniform Commercial Code for the State of
Maryland as additional security for the repayment of the indebt-
edness evidenced by a promissory note dated March 27, 1992 in the
amount of SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS
(\$750,000.00) from Eliezer H. Benbassat, Miriam Benbassat,
John H. Sporidis, Ottis G. Triantis, Gus O. Triantis and Mary E.
Triantis (collectively, the "Borrower") to the order of Secured
Party ("Note").

2. The Note is hereby incorporated by reference and is
made a part hereof. Debtor agrees that in that event of (i) any
default in the Note, or in any other document, agreement or
instrument evidencing and/or securing the Note or executed in
conjunction with the loan evidenced by the Note, or otherwise
between Debtor and/or Borrower and the Secured Party, or (ii) any
default in any other instrument, document or agreement ("Col-
lateral Financing") in which Debtor has granted a security
interest in the property described in paragraph 3 hereof (the
"Collateral"), then such default shall constitute a default in
this Security Agreement and Financing Statement ("Agreement"),
entitling Secured Party to exercise any and all rights and
remedies herein provided or provided under the Uniform Commercial
Codes of the State of Maryland or any other applicable law, in
addition to any other rights and remedies provided in the Note or
in any other instrument evidencing or securing the said indebt-
edness. All said rights and remedies are cumulative and may be
exercised either concurrently or independently and in such order
as Secured Party shall determine in his sole and absolute discre-
tion.

3. This Agreement covers all right, title or interest of
Debtor in or to any and all general or limited partnership

WP5.1 1110-6;cld (Rev. #3) 3/4/92;css

After recordation, please return to:
Mr. Peter A. Converse
Bank of Maryland
7126 Wisconsin Avenue
Bethesda, Maryland 20814



RECORD FEE

11.00

.50

1/23/92 0223 R01 T14:57

04/24/92

JERRY M. ROSE

CIRCUIT COURT

11/5

interests in BWI/Parkway Hotel Group Limited Partnership, a Maryland limited partnership, owned by Debtor at any time during the duration of this Agreement, together with any and all rights of Debtor to receive any distributions and other proceeds, reimbursements, fees or payments, cash or otherwise, in liquidation or otherwise, as may be specified in the limited partnership agreement for said partnership or in any amendments thereto.

4. The proceeds of the Collateral are also covered.

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Date of this Security Agreement
and Financing Statement: March 20, 1992.

WITNESS:

Kathy A. Titus

DEBTOR:

Gus O. Triantis

SECURED PARTY:

BANK OF MARYLAND

Kathy A. Titus

By:

Peter A. Converse, V.P.

NO TAX DUE
TO PERFECT SECURITY INTEREST

SECURITY AGREEMENT AND FINANCING STATEMENT

BOOK 579 PAGE 600

(Uniform Commercial Code - Secured Transaction)

2861.50

This Security Agreement and Financing Statement is presented
to a filing officer pursuant to the Uniform Commercial Code.

DEBTOR

ADDRESS

EHB PROPERTIES

c/o Eliezer H. Benbassat
905 Silver Spring Avenue
Silver Spring, Maryland 20910

SECURED PARTY

ADDRESS

BANK OF MARYLAND

7126 Wisconsin Avenue
Bethesda, Maryland 20814

1. Debtor hereby grants to Secured Party a security
interest in all of the property described in paragraph 3 hereof
in accordance with the Uniform Commercial Code for the State of
Maryland as additional security for the repayment of the indebted-
ness evidenced by a promissory note dated March 20, 1992 in the
amount of SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS
(\$750,000.00) from Eliezer H. Benbassat, Miriam Benbassat,
John H. Sporidis, Ottis G. Triantis, Gus O. Triantis and Mary E.
Triantis (collectively, the "Borrower") to the order of Secured
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entitling Secured Party to exercise any and all rights and
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Codes of the State of Maryland or any other applicable law, in
addition to any other rights and remedies provided in the Note or
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as Secured Party shall determine in his sole and absolute discre-
tion.

3. This Agreement covers all right, title or interest of Debtor in or to any and all general or limited partnership interests in BWI/Parkway Hotel Group Limited Partnership, a Maryland limited partnership, owned by Debtor at any time during the duration of this Agreement, together with any and all rights of Debtor to receive any distributions and other proceeds, reimbursements, fees or payments, cash or otherwise, in liquidation or otherwise, as may be specified in the limited partnership agreement for said partnership or in any amendments thereto.

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Date of this Security Agreement
and Financing Statement: March 20, 1992.

WITNESS:

DEBTOR:

EHB PROPERTIES, a sole
proprietorship

Peter A. Converse

By: [Signature]

Eliezer H. Benbassat,
Sole Proprietor

SECURED PARTY:

BANK OF MARYLAND

Kathy A. Titus

By: Peter A. Converse, V.P.

**END
LIBER**